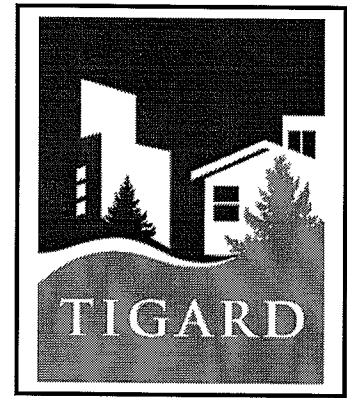




TIGARD CITY COUNCIL, LOCAL
CONTRACT REVIEW BOARD AND CITY
CENTER DEVELOPMENT AGENCY
MEETING

September 26, 2006 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL, LOCAL CONTRACT REVIEW BOARD AND
CITY CENTER DEVELOPMENT AGENCY MEETING
SEPTEMBER 26, 2006

TIGARD CITY COUNCIL MEETING

6:30 PM

- STUDY SESSION
 - > DISCUSS CITYWIDE EMPLOYEE SURVEY
 - > DISCUSS POTENTIAL JAYWALKING ORDINANCE
 - > REVIEW THE SYSTEM DESIGN REPORT FROM NEW WORLD AUDIO VIDEO AND PROVIDE STAFF WITH DIRECTION
- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

Recess Council Meeting and
Convene the City Center Development Agency Meeting

TIGARD CITY COUNCIL AND LOCAL CONTRACT REVIEW BOARD MEETINGS

7:30 PM

1. BUSINESS MEETING
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
 - Tigard Area Chamber of Commerce Representative
 - Follow-up to Previous Citizen Communication

3. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 3.1 Approve City Council Minutes: September 12, 2006
 - 3.2 Endorse Submittal of Two Community Development Block Grant Project Applications – Resolution No. 06-_____
 - 3.3 Approve a Cost-of-Living Adjustment for Management/Supervisory/Confidential Group Employees Effective October 1, 2006, and Amendment of the Salary Plan – Resolution No. 06-_____
 - 3.4 Approve Municipal Court Judge's Personal Services Agreement – Resolution No. 06-_____
 - 3.5 Local Contract Review Board
 - a. Award Contract for Water Quality Analysis Services to Alexin Analytical Laboratories and Authorize Staff to Take the Necessary Steps to Complete and Execute the Contract
 - b. Approve the Intergovernmental Agreement (IGA) for the Development of Fanno and Summer Creek Wetland Mitigation Sites Between the City of Tigard, Tri-County Metropolitan Transportation District (TriMet), and Clean Water Services (CWS), and Authorize the City Manager to Sign the IGA
 - c. Approve Amendment to the 2006/07 Pavement Major Maintenance Program – Phase 1 Contract with Morse Brothers, Inc., to Add Projects
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
4. EMPLOYEE RECOGNITION: TIGARD POLICE PUBLIC INFORMATION AND CRIME PREVENTION OFFICER JIM WOLF
 - a. Staff Report: Police Department
 - b. Council Comments
5. CONSIDER A RESOLUTION IN SUPPORT OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES – LIBRARY OPERATIONAL LEVY
 - a. Staff Report: Library Staff
 - b. Council Discussion
 - c. Council Consideration: Resolution No. 06-_____

6. PUBLIC HEARING (QUASI-JUDICIAL) TO CONSIDER THE ANNEXATION OF THE CACH CREEK AREA (ZCA 2006-00002)

PROPOSAL: The applicant is requesting annexation of eleven (11) parcels and the Sunrise Lane right-of-way containing a total of 40.93 acres into the City of Tigard. **LOCATION:** Abutting and west of Sunrise Lane, and abutting and north of SW Bull Mountain Road, including right-of-way on SW Sunrise Lane; Washington County Tax Assessor's Map No. (WCTM) 2S105DB, Tax Lots 6100, 6200 & 400; WCTM 2S108AB, Tax Lots 1200 & 1201; WCTM 2S105DC, Tax Lots 100, 201, 300 & 400; and WCTM 2S105DD, Tax Lots 200 & 300. **CURRENT ZONING DESIGNATION:** R-6 District (Residential 6 Units Per Acre). The purpose of the Washington County R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2 or Section 303-6. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District. **EQUIVALENT CITY ZONING DESIGNATION:** R-7: Medium-Density Residential District. The City of Tigard R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally. **APPLICABLE REVIEW CRITERIA:** ORS Chapter 222, Metro Code Chapter 3.09, Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390.

- a. Open Public Hearing
- b. Declarations or Challenges
- c. Staff Report: Community Development Staff
- d. Public Testimony:
 - Proponents
 - Opponents
 - Rebuttal
- e. Staff Recommendation
- f. Close Public Hearing
- g. Council Consideration: Ordinance No. 06-_____

7. COUNCIL LIAISON REPORTS

8. NON AGENDA ITEMS

9. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
 10. ADJOURNMENT (The Tigard City Center Development Agency Meeting follows.)
-

CITY CENTER DEVELOPMENT AGENCY (CCDA) MEETING

1. CALL TO ORDER AND ROLL CALL
2. CONSIDER A RESOLUTION ADOPTING THE TIGARD DOWNTOWN STREETSCAPE DESIGN PLAN
 - a. Staff Report: Community Development Department
 - b. CCDA Discussion
 - c. CCDA Consideration: CCDA Resolution No. 06-_____
3. ADJOURNMENT (The Tigard City Council/Local Contract Review Board Meetings follow.)

f:\adm\cathy\ccca\2006\060926.doc



MEMORANDUM

TO: Mayor and City Council

FROM: Sandy Zodrow, Human Resources Director *Sandy*

RE: City wide Employee Survey

DATE: September 12, 2006

It is my understanding that your Council would like to discuss the idea of conducting a City wide employee survey, so this matter has been scheduled for discussion in the Study Session of your September 26th meeting.

Surveys look deceptively easy to develop and implement. But unless surveys are developed effectively and implemented appropriately the results will be meaningless, resulting in frustration for both employees and management.

If Council chooses to conduct an employee survey, it is important to start with clear objectives. To this end, Council may wish to consider the following questions as a starting point for your discussion:

- I. Why do we want to do this survey? What is its purpose? What do you want to achieve? What information do you hope to obtain? (i.e. cost saving opportunities, customer service issues, productivity improvement, etc.)
- II. How do you intend to use the results? What will you do with the information after the survey is completed? (i.e. we will share all the results with employees and use the information to make policy and program decisions, for financial planning, to enhance benefit plans, etc.) It is important that the organization decide up front what actions are possible and what are not.
- III. Who will design and administer the survey?

Addressing these questions is critical to the design and execution of the survey so that the efforts yield useful information that addresses the issues. It is also important so the organization can let employees know why the information is being gathered and what will be done with the results.

I look forward to our discussion on the 26th.

Agenda Item #
Meeting Date

September 26, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Review the Town Hall Audio/Video System Design Report From New World Audio Video and Provide Staff with Direction

Prepared By: Robert Sesnon Dept Head Approval: RHS City Mgr Approval: CP

ISSUE BEFORE THE COUNCIL

Review the Town Hall Audio/Video System Design Report from New World Audio Video and provide staff with direction.

STAFF RECOMMENDATION

None

KEY FACTS AND INFORMATION SUMMARY

During the City Council workshop meeting in August the Council heard a presentation from Mr. Lon Cudy with New World Audio Video regarding options to improve the sound and video quality of Town Hall. At that meeting Mr. Cudy received input from the Council and staff. The attached System Design Report from the consultant addresses these comments and presents several recommendations and options. The cost of these recommendations ranges from \$83,775 to \$156,500. The total amount budgeted for these upgrades is \$84,200, including \$1,200 for a digital conference recorder.

Staff will meet with the consultant prior to meeting to review and analyze the report recommendations. In addition, Mr. Cudy will be available during the City Council meeting to discuss the report and address the various options and his recommendations.

OTHER ALTERNATIVES CONSIDERED

No alternatives have been considered.

CITY COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Improve Communication and Relationship with Citizens

ATTACHMENT LIST

System Design Report from Consultant New World Audio Video.

FISCAL NOTES

The total cost of the consultant's recommendations ranges from \$83,775 to \$156,500. The total amount budgeted for the upgrades is \$84,200, including \$1,200 for a digital conference recorder.



New World Audio Video
4390 SW Scholls Ferry Rd.
Portland, OR. 97225
503.415.9289
www.newworldav.com

Revised 9/06/06
Prepared for: Gary Ehrenfeld
City of Tigard
Project: Town Hall
Audio/Video, Presentation system.
Design Proposal

Audio, Video and Control Systems Design, Engineering, Consulting. Lon Cudy: Systems Engineer

City of Tigard
Attn: Gary Ehrenfeld

13125 SW Hall Blvd.
Tigard, OR 97223
503.639.4171
gary@tigard-or.gov

REVISED 9/06/06

SYSTEM DESIGN REPORT

Thank you for allowing New World AV to provide you with this report. Based on our experience and information provided, this report is an exposition of design, engineering and equipment intended to upgrade the Audio/Video, Presentation system in the City of Tigard "Town Hall".

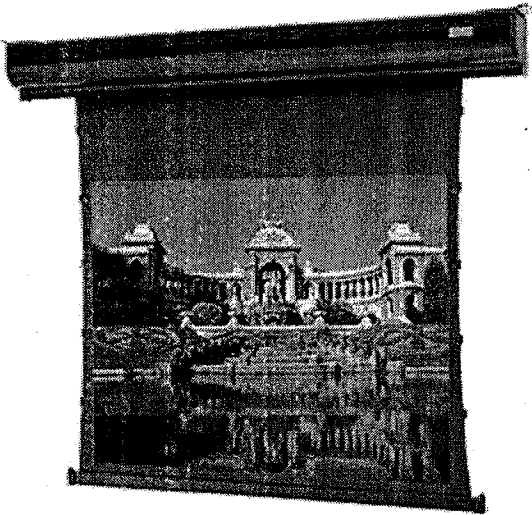
Preliminary Design

My intent is to provide technology solutions with minimal impact to the architectural features of the room. The design premise is simple, easy to use, low maintenance, flexible multipurpose systems to allow for many different seating and public configurations. Please review this document and determine if all your needs have been addressed.

Recommend appropriate AV & Control Systems with respect to, but not limited to, the following initial criteria:

- Program audio system
- Speech reinforcement system
- Control Systems
- Projection system
- Electric screen
- Monitoring capabilities
- Recording ability, Digital audio/video courtroom recording
- Distribution to and reception from local CCTV
- Wired & wireless mics
- High resolution document camera
- Press Feed
- CD, DVD and VCR capabilities
- Overflow environments

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



Da-lite Tension Contour Electrol projection screen.
Mounted on the front wall at 15ft. above floor. The
image size will be 84" high and 112" wide. At 4:3 ratio.
Controlled by the main control panel and /or optional
wall switch. (Photo shows black, available in white).

Screen

Equipment cost estimate: \$ 3,400

Options: Lesser screen quality is not
recommended.

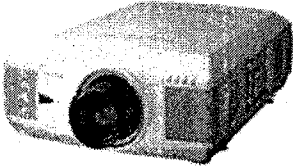
Optional lesser screen cost: \$ 2,200

Conduit and high voltage installation

The projection screen and projector will require 120VAC.
This will require an electrical contractor to supply and install.
Also this project will require audio/video conduit pathways.

Note: I recommend you purchase and install the projection screen,
install A/V conduit pathways and install projector shelf before the
A/V contractor bid process. This will save down time in the room
and provide for accurate bid estimating. Also, if the A/V
contractor is used to supply and manage this, it will add to the
overall cost.

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



7000+ ansi lumen LCD projector mounted on shelf at 15ft above floor on back wall. (Above main entry door). Native resolution 1024 x 768.

Projector

Equipment cost estimate: \$ 14,000

Options: Lesser projector brightness is possible, but will affect image quality. You will notice a big difference in natural ambient light conditions.

You will need to dim the lights significantly and apply any window shades to accommodate a lesser brightness projector.

Optional Lesser projector brightness cost: \$ 8,000

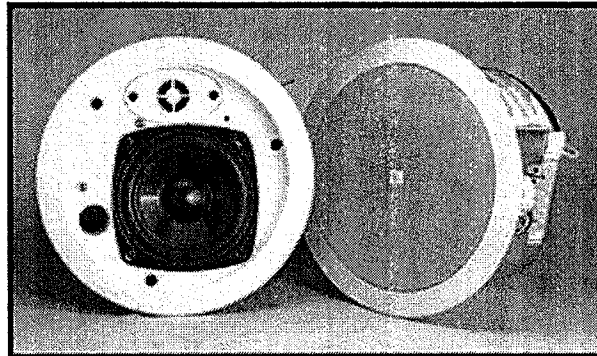
Note: I recommend you purchase this item separately from the A/V contractor bid process. Many audio visual contractors will charge full list price on this type of equipment.

Note: If you purchase any high price tag items *outside* of the A/V contractor bid process you will save significant costs.

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



Audio system upgrade. Replace speakers, assisted listening system (This can double as a language translation delivery device), power amplifiers and audio control system. Also allows for telephone conference.



Audio System Upgrade

Equipment cost estimate: \$ 16,000

Options: Remove new Assisted Listen system

Remove Telephone conference system,

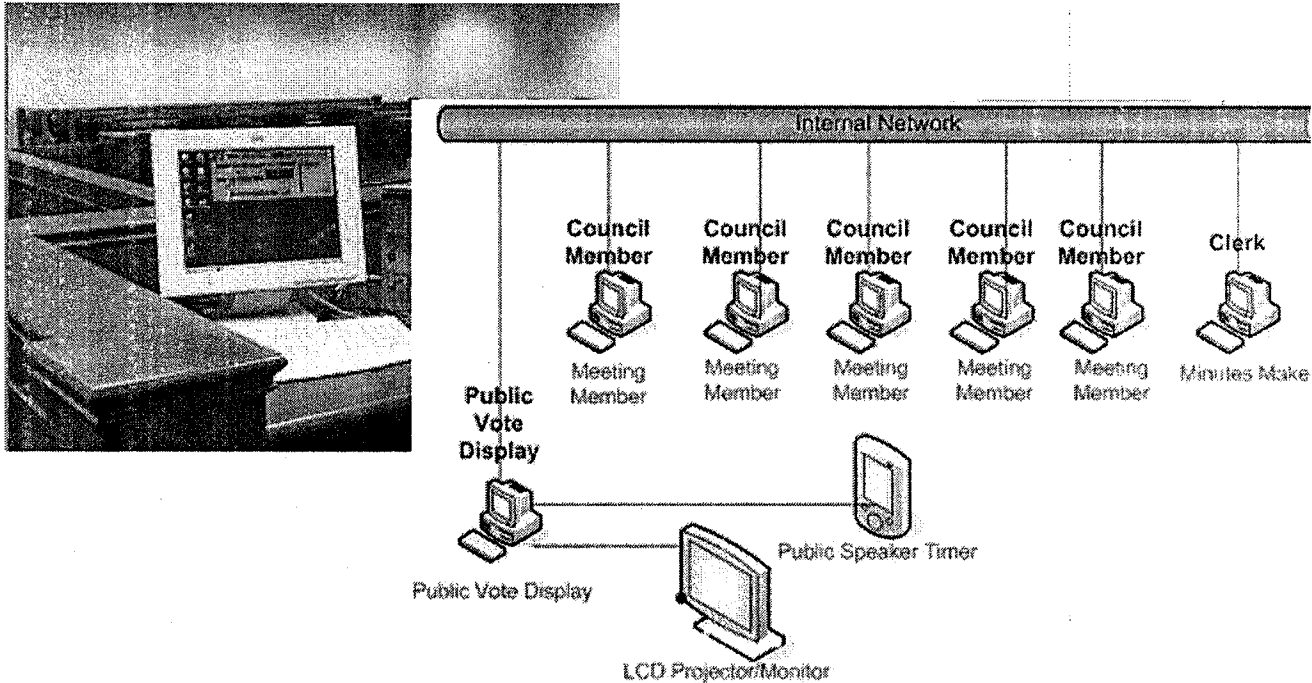
Reduce the number of audio inputs for future availability.

Optional Lesser Audio system cost: \$ 11,000

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.

Clerk/Recorder station.

This is the place for digital audio/video court recording, annotating and playback.



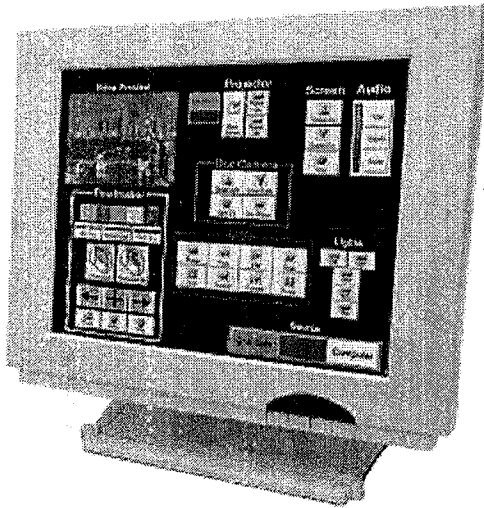
Digital court recording

Equipment & Software cost estimate: \$ 7,000

This allows for qty.1 clerk/recorder computer and FTR software.
Audio, Video recording to hard drive and meeting notation only.
(This does NOT provide a voting system or managed streaming playback)

Options: See Granicus Software below. ADD \$ 8,000 to \$50,000

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



The main control panel is a desktop touch screen with easy to use buttons for controlling the presentation system and more. Functions include: system on/off, screen up/down, source switching, microphone and program audio volume. The source switcher allows the room projector and council LCD panels to display laptop, document camera, DVD, cable broadcast and other video sources. Audio is automatically switched. (Picture shows basic design touch panel, make and model TBD).

Main Control Panel

Equipment & Software cost estimate: \$ 5,000 + programming labor estimate \$ 4,000

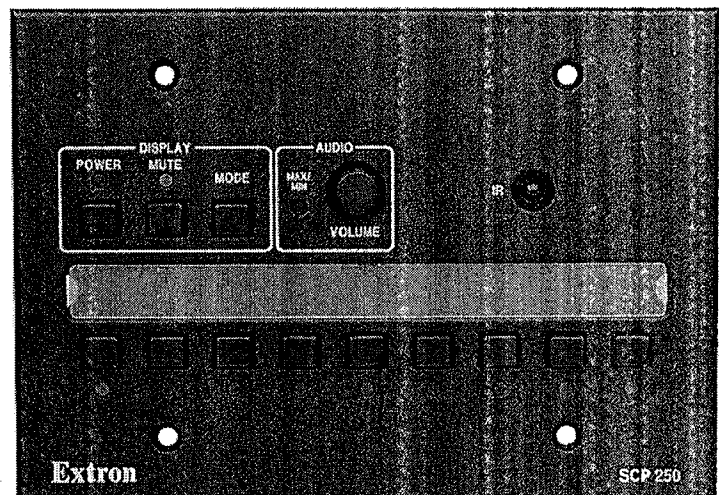
This allows for qty.1 Control system main frame, peripheral devices, touch panel and software.

Advantages are: Provides control from any allowed computer over network, provides individual microphone control, provides transport controls for video playback devices, and provides unlimited control possibilities for the future.

Note: This panel provides sophisticated audio and video control. Any lesser system will require an operator to do more manual and complicated functions.

Options: Desktop button panel. This will provide limited switching and volume control from desktop buttons.

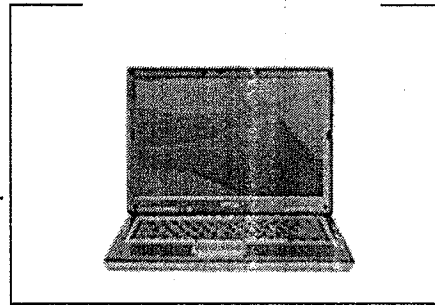
Optional Lesser Desktop button panel cost: \$ 1,500 + programming \$ 2,000



Council member stations.



City of Tigard laptops or computers



Each station is equipped with a low profile 15" LCD touch screen. This allows the viewing of any input selected at the main control and matches what is shown on the projector. Each station will have a switch for selecting an individual laptop or local computer. The touch screens may be programmed for special needs in the future.

Council and Mayor station

Equipment touch panel estimate: \$ 700ea panel + \$ 400 hardware per station.

Advantages are: The stations will be completely wired for any thing in the future.

Option "A": Replace touch panel with standard 15" LCD desktop monitors.

Option "A" Lesser monitor cost: \$ 225ea panel+ \$ 400 hardware per station.

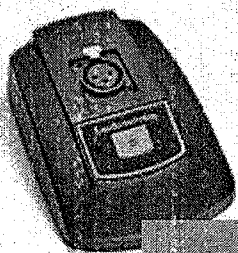
Option "B": Remove laptop input /local hardware switch device.

Note: This option only provides for a local monitor. NO other laptop or computer inputs will be located at the council stations.

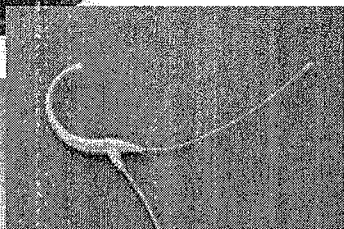
Option "B" Less laptop input/ local switch device cost: \$400ea.

Revised 9/06/06
Prepared for: City of Tigard
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Audio/Video, Presentation system.

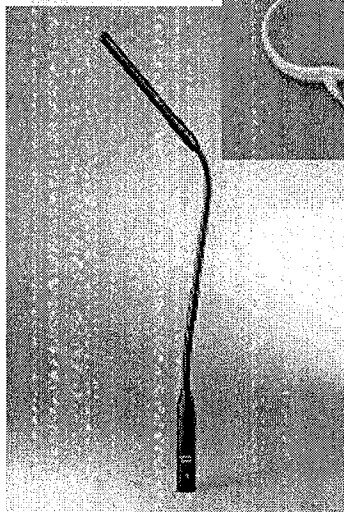
Council member station microphones.



Audio Technica desk stand allows for any microphone to plug in. It includes a programmable button for push to talk with indicator light.



Audio Technica AT892c-TH head worn microphone will plug into each desk stand and allows for convenient push to talk button placement.



Optional gooseneck microphones.

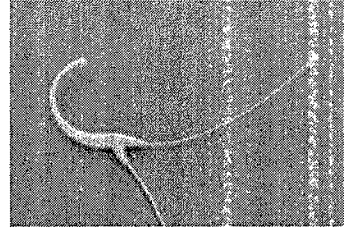
Microphone System Upgrade

Equipment cost estimate: \$ 400ea Headworn microphone
\$ 200ea Mic Base W/Switch

Advantages are: Provides superior audio quality, ensures all participants are recorded accurately. The mic base has a programmable switch allowing many control configurations.

Options: Replace headworn mic with gooseneck microphone.
Optional Gooseneck Microphone cost: \$ 300ea

Microphone details.



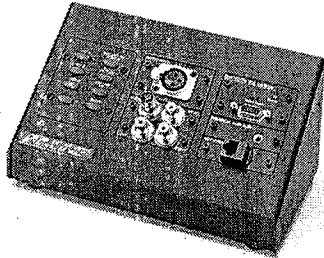
AT892c-TH MicroSet™

Introducing a giant stride in the technology of inconspicuous sound. With a capsule diameter of just 2.5 mm, the new MicroSet provides the ultimate in low-profile, high-performance audio. This innovative omnidirectional condenser headworn mic offers an ergonomic under-ear design: its flexible, lightweight contoured loop hooks behind either ear for an ultra-secure, comfortable fit with or without glasses.

- The new quality/wearability standard for micro headset technology
- Inconspicuous, lightweight headset is ideal for applications requiring minimum visibility
- Ergonomic under-ear design—flexible, lightweight contoured loop hooks behind the ear for an ultra-secure, comfortable fit with or without glasses
- Industry-standard sound quality—extremely intelligible natural audio for stage and television talent, lecturers and houses of worship
- Rugged construction designed to meet the challenges of day-to-day use in production and theater settings
-

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.

Presenter station.



This desktop input box allows for laptop, document camera and standard video input. It can be positioned on any desk top and has a cable harness connected to the floor box in center of room. The inputs are controlled by the main touch screen and include audio. This can include a countdown timer connection.

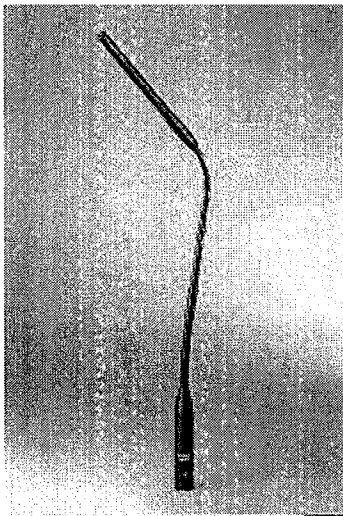
Presenter station A/V input

Equipment cost estimate: \$ 3,200

Advantages are: This is the main input for the presenter station at the desk.

Options: Reducing the functionality of this station is NOT recommended

Presenter station microphones



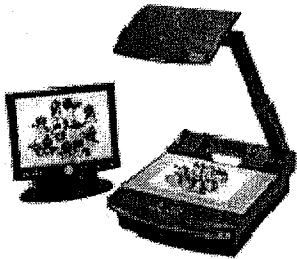
The presenter station has 2 wired desktop microphone stands with long gooseneck microphones.

Equipment cost: \$ 300ea Gooseneck microphone
\$ 200ea Mic Base W/Switch



Wireless microphones with desktop stands allow for easy placement and flexible seating arrangements.

Equipment cost: \$ 450ea
wireless mic and mic stand



Wolfvision VZ-27 desktop visualizer and document camera.

This will be mounted on a rolling cart. It allows for any object to be viewed on the monitor system. It can be used for many different functions and can plug into other VGA/video monitors.

WolfVision Visualizers are recognized worldwide as the highest quality document cameras. WolfVision Visualizers are used for displaying material in presentations, training, education/teaching, courtrooms, video-conferencing, 3D scanning, telemedicine and broadcasting. They are recognized for their great image reproduction and resolution, accurate colors and ideal control of lighting. They are designed to easily and accurately capture any kind of material to be displayed, whether it is written material on paper or transparency, x-rays, 3-dimensional objects and even items or people in a room.

The unique light system of the Professional series greatly improves the overall picture quality, especially when working with 3-dimensional objects. It allows for shadow free illumination, illumination of hollow objects and exceptional depth of focus. The motorized arm and mirror allow users convenient scrolling of documents with the Visualizer's remote control

Presenter station desktop visualizer and document camera

Equipment and labor cost estimate: \$ 9,000

Advantages are: This unit will be cart mounted and available for use in other room and meetings. This unit offers a camera that can substitute for a TVCTV broadcast camera. It is able to record people and meetings on the clerk/recorder station with out a TVCTV operator.

No other document camera in this price range can equal the VZ-27.
Document Camera prices: \$1,000 to \$ 20,000

Options: I recommend you purchase this item separately from the A/V contractor bid process. Many audio visual contractors will charge full list price on this type of equipment.

Note: If you purchase any high price tag items *outside* of the A/V contractor bid process you will save significant costs.

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.

Remote press feed and viewing stations.



This is a wireless, compact and portable **press feed**. It is very versatile and easy to use. Additionally, it is designed for **remote viewing** of any Town Hall broadcast. It can be placed anywhere there is a standard power outlet (120vac). It has a wireless range of 200ft. Users will receive broadcast quality audio and video. This unit will provide an audio/video feed for connecting to other projectors or TV for **overflow environments**. It includes an 8" LCD panel, headphones and speakers. It is housed in a light weight portable rack case.

Remote press feed and viewing station.

Equipment and labor cost estimate: \$ 6,000

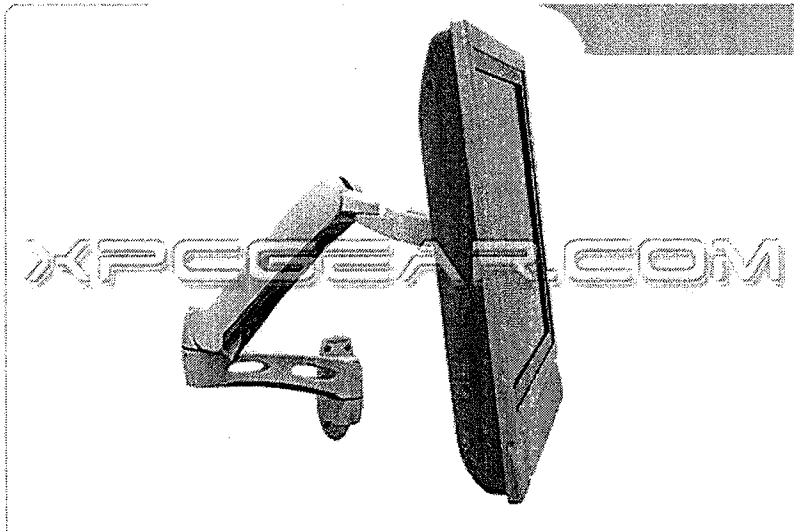
Advantages are: This unit is very portable, allows visiting press to set up anywhere, requires no programming, allow people not in the Town Hall to view the live meeting/presentation.

Options: Install conduit, wires and hardware devices at any/all the places you may need. This is NOT recommended and may cost \$2,000 to \$4,000 per location.

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.

- **AUDIO/VIDEO MONITOR IN BACK ROOM**

- Allows for viewers to monitor the broadcast presentation
- Includes a 20" LCD monitor mounted on the wall
- Includes audio speakers w/volume control on wall



Remote back room viewing station.

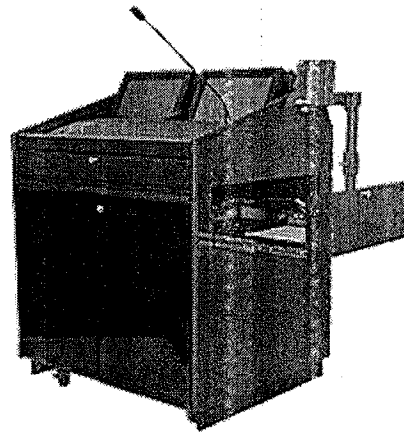
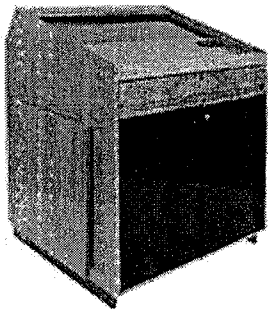
Equipment and labor cost estimate: \$ 2,000

Advantages are: This unit allows a dedicated wall monitor and speakers. People can monitor the live meeting while waiting in the backroom for their agenda time.

(May also be used for local computer monitor, archive playback and other information services. More equipment may be needed)

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.

Optional Presenter station.



This kind of station adds a nice look and style to a room. It can house most A/V equipment if needed. This station can roll away for different room configurations.

- PRESENTATION LECTURN
- ADDS \$ 4,000 to \$ 10,000 equipment
- ADDS 2,000 TO \$4,000 IN LABOR

Video Conference.

- VIDEO CONFERENCE
- Allows for live video, audio and content communication
- ADDS \$ 8,000 to \$ 30,000 Equipment
- ADDS 4,000 TO \$6,000 IN LABOR
- Requires network bandwidth
- May requires camera operators

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



For The Record (FTR) vs Granicus

This is a brief comparison for digital audio/video court recording, annotating and playback.

Both offer the same basic audio/video court recording, annotating and playback. This is usually controlled by the clerk from a computer or touch screen. The system uses tape recorder style buttons on the screen for recording and playback. This system records exactly the broadcast on the public TVTV. (Or other special a/v) At the same time record notes, date and time are recorded and stored on local computer.

FTR offers 4 digital audio tracks, local network file sharing, save files in multiple formats.

Computer hardware estimated cost: \$ 3,750.00

Computer software estimated cost: \$ 3,500.00

Granicus offers webcasting solutions provide local government with the ability to deliver public meetings, service announcements, education content and video training through the Internet, live or on-demand. Deliver public information quickly with rich media like minutes, reports, agenda and more all synchronized with the video/audio content.

Software cost and managed services are based on population of local jurisdiction.

Computer hardware estimated cost: \$3,000 to \$10,000 *Pending options.*

Computer Software estimated cost: \$ 8,000 to \$100,000

Granicus managed services estimated cost: \$700 to \$ 3,000 per month

See more info below.

Revised 9/06/06
Prepared for: City of Tigard
Project: Town Hall
Audio/Video, Presentation system.



ForTheRecord

FTR Log Notes Features

Notes create time stamps that link directly to specific segments of recorded proceeding
Powerful internal search engine helps find specific words and phrases
User-definable glossaries, picklists and "hot-keys" for faster data entry
Log sheets can be merged while retaining identities of individual sets of notes
Includes **FTR Player Plus**, which features easy-to-user, "tape recorder-style" controls
Includes **WordLink™** which offers you the option of creating notes in Word
Includes Microsoft VBA so you can customize FTR Log Notes to meet your court's specific needs
Compliant with accessibility requirements for disabled users (Section 508 in USA)

Benefits FTR Log Notes Offers You

Take notes before, during and after a proceeding and synchronize notes with the recorded audio, even if you weren't connected to the court network when you took the notes.
Search all log sheets to locate specific case information by event, case or speaker
Search specific log sheets for events, speakers and notes
Create private notes and store them in location with restricted access
Use glossaries, picklists and user-definable "hot keys" to automate data entry
Share notes and linked audio across a network
Use **WordLink™** to create notes in Microsoft Word

Date	Location	Time	Speaker	Note
1/21/2002	City Court 1	11:17:38 AM		Case Called
		11:17:55 AM	Ms Wright	App Begins submissions
		11:18:36 AM	Mr Knot	Resp begins submissions
		11:19:17 AM	Clerk of Courts	Witness called
		11:20:23 AM	Mrs Wright	Begins XN
		11:21:29 AM	Mr Knot	Begins XXN
		11:23:15 AM	Clerk of Courts	Witness excused

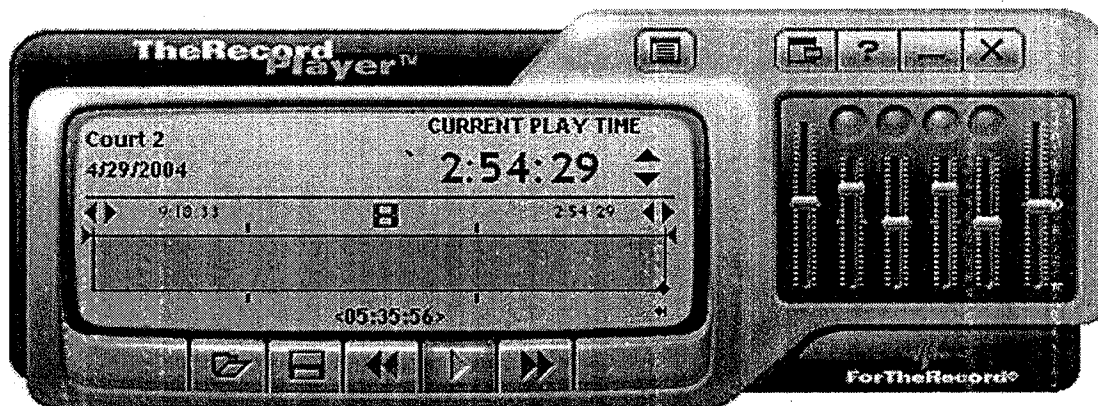
Revised 9/06/06
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ForTheRecord

What is TheRecord Player™?

TheRecord Player™ is used to play back, duplicate and share audio and video recorded by TheRecord Reporter™, our digital court recording solution. Although its audio and video play back features are the most advanced available, the "tape recorder-like" features and functions of TheRecord Player are easy to understand and learn. TheRecord Player gives you complete control of the play back process. You can review an entire proceeding or pinpoint specific segments, increase or decrease the master volume or the volume of individual channels, and isolate individual channels-- all without fast forwarding or rewinding a single cassette. TheRecord Player is available as a **FREE DOWNLOAD** from the FTR web site.

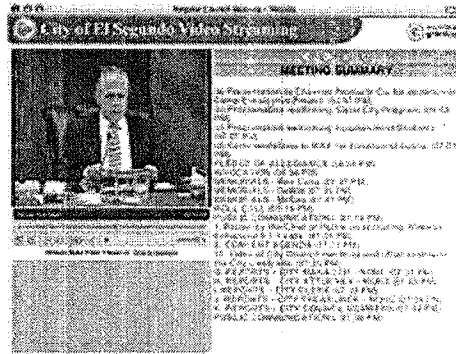


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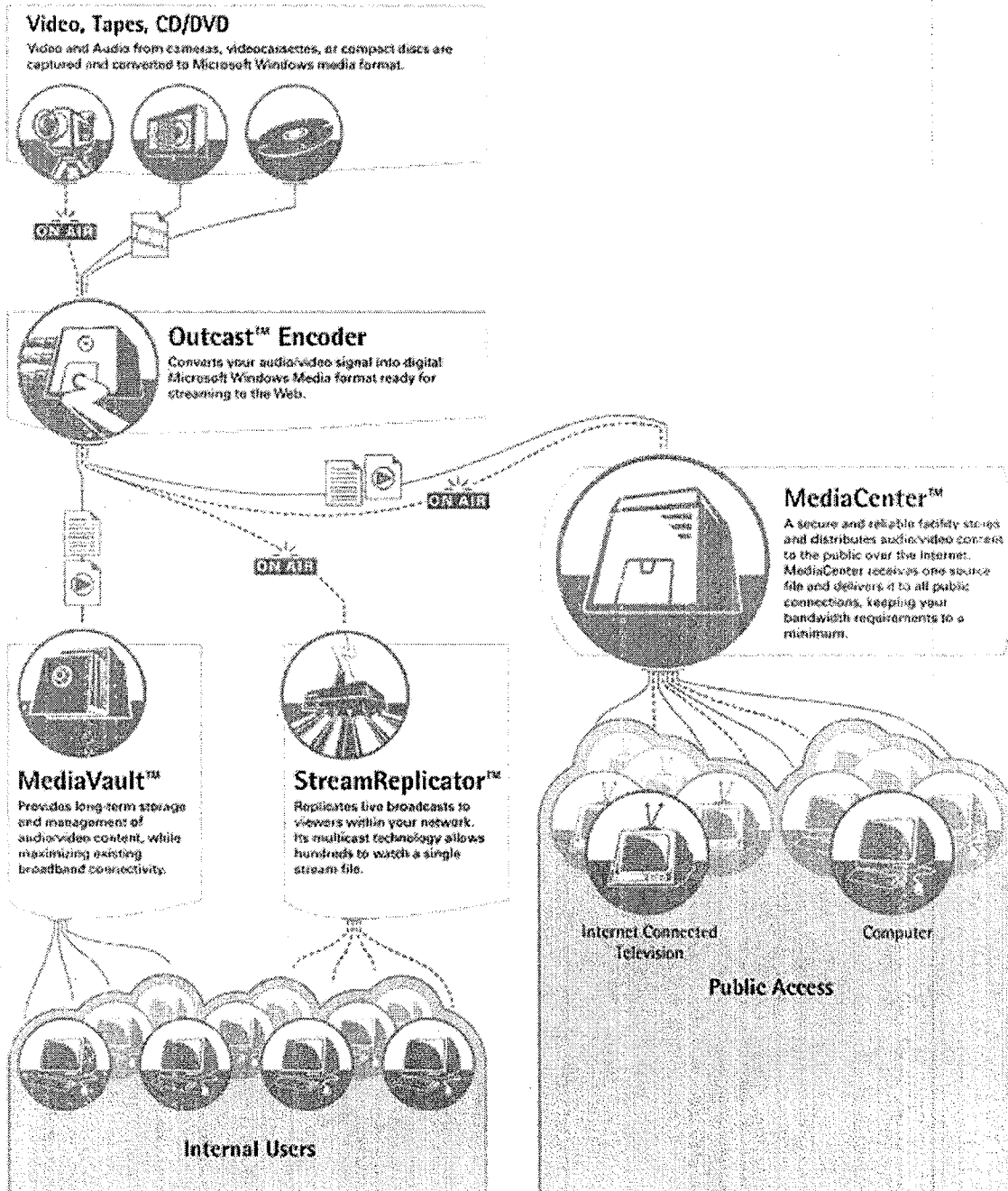
Granicus webcasting solutions provide local government with the ability to deliver public meetings, service announcements, education content and video training through the Internet, live or on-demand. Deliver public information quickly with rich media like minutes, reports, agenda and more all synchronized with the video/audio content.

Publish recorded files live and as searchable archives that can be used for efficient long-term record keeping. Searchable archives allow any meeting or any section of a meeting to be retrieved using a simple keyword search, like any popular search engine, such as "Google".



- **Public Meetings**
Automatically and cost effectively Webcast public meetings which have minutes and documents linked to key agenda items. Index webcasts to agenda items, include closed captioning and search archived meetings, by keyword.
- **Public Information**
A powerful way to webcast information to constituents, who can access content rich files at anytime, without having to contact city staff. Provide for large heavy traffic loads without buying additional bandwidth. Separate information by city or county departments or groups such as; planning, council, or parks.
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Provide interactive training by department or agency wide and test for knowledge retention. On-demand training allows users to learn at their pace and includes slides, Q&A, and live interaction with training course instructors.
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Revised 9/06/06
Prepared for: City of Tigard
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Audio/Video, Presentation system.



Revised 9/06/06

	Low range	High range
Total Labor estimates	\$25,000.00	\$45,000.00
Computer, Video Switcher, Scaler	\$5,000.00	\$5,000.00
Core A/V support devices	\$8,000.00	\$5,000.00
Projection screen		
Non-Tab tension	\$2,200.00	
Tab tension High quality		\$3,400.00
Projector		
Medium bright 5000 ansi lumen	\$8,000.00	
Bright 7000 ansi lumens		\$14,000.00
Audio system, main frame, Speakers, Amps		
Basic audio matrix, amps and speakers	\$11,000.00	
Adds assisted listening, teleconf, future expansion		\$16,000.00
Digital Court recording		
Basic Audio, video notation recording	\$7,000.00	
Adds voting, public streaming, managed services		\$11,000.00
Controls System Main Panel		
Basic desktop buttons	\$3,500.00	
Adds main frame, touch panel, unlimited future control		\$8,000.00
QTY. 7 Council Station Video Monitor		
Basic 15" monitor, w/laptop input, w/switch	\$4,375.00	
Adds 15" touch screen and laptop/computer switch		\$7,700.00
QTY. 7 Council Station Microphones		
desk stand w/switch and gooseneck mic	\$3,500.00	
Desk stand w/headworn mic		\$4,200.00
Presenter Station A/V input		
2 XGA video inputs w audio, 1 NTSC video	\$3,200.00	
Same		\$3,200.00
Presenter station Microphones		
2 gooseneck mics w/mic base	\$1,000.00	
Adds qty. 4 wireless mic w/stands		\$3,000.00
Document Camera		
Low quality NTSC video	\$1,000.00	
High Quality 1ccd camera and lights		\$9,000.00
Remote Press feed and Viewing Station		
Conduit, cables, devices, Press feed only	\$4,000.00	
Adds wireless system press feed/viewing station		\$6,000.00
Audio, Video Monitor in back room		
LCD monitor on wall, w/volume control	\$2,000.00	
Same		\$2,000.00
Lectern Furniture		
	\$0.00	
Adds selected furniture		\$4,000.00
Video Conferencing		
	\$0.00	
Adds complete video conference system		\$10,000.00
ESTIMATED TOTALS	\$83,775.00	\$156,500.00

Revised 9/06/06
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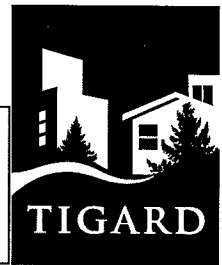
SUMMARY:

- **Dramatic improvements to all audio and video systems**
 - **Easy to use control systems**
 - **Convenient, portable press feed and monitor station**
 - **LCD monitors and new microphones at all council stations**
 - **Presenter station with many available media inputs**
 - **High resolution document camera/ multi purpose camera system**
 - **Flexible multi-purpose equipment adapt to different room layouts**
 - **Large projection screen and very bright projector.**
 - **World class equipment offers many future expansion options**
-
- **Estimated total equipment: \$50k to \$100k**
 - **Estimated total labor: \$30k to \$45k**
 - **Estimated Project total: \$80k to \$145k (*Pending Granicus options*)**
-
- **Estimated Town Hall down time is 3 weeks for construction**

New World A/V is committed to improving how you present, receive and exchange important information in your communication and presentation environments. Please review this document and determine if all your needs have been addressed.

Thanks,
Lon Cudy

Agenda Item No. _____
For Agenda of _____



Tigard City Council Meeting Minutes

Date: September 12, 2006
Time: 6:30 p.m.
Place: Tigard City Hall, 13125 SW Hall Boulevard
Tigard, Oregon
Attending: Mayor Craig Dirksen Presiding
Councilor Sally Harding
Councilor Sydney Sherwood
Councilor Nick Wilson
Absent: Councilor Tom Woodruff

Agenda Item	Discussion & Comments	Action Items (follow up)
Study Session	<p>➤ Consideration of Cost-of-Living Adjustment for Management/Professional Group</p> <p>Human Resources Director Zodrow reviewed this item with the City Council. TPOA, per contract, received a 3.2 percent cost-of-living adjustment on July 1, 2006, and the SEIU-represented group of City employees will receive the same increase on October 1, 2006.</p> <p>City Council members discussed briefly whether to direct staff to prepare an item for a future City Council agenda to grant the management/professional group a 3.2 percent cost-of-living adjustment, effective October 1, 2006. Council comments were favorable to granting the adjustment based on past practice to provide an increase consistent with that provided to the SEIU/OPEU bargaining unit.</p> <p>➤ Update on Washington County Cooperative Library Services (WCCLS) Levy</p> <p>Library Director Barnes updated City Council with information on the communication plans for the upcoming Washington County Cooperative Library Levy. She distributed samples of communication brochures and information cards. She also described the types of meetings and</p>	<p>Staff will prepare an agenda item for future City Council consideration to grant the City's management/professional group a 3.2 percent cost-of-living adjustment, effective October 1, 2006.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>events where factual information will be provided. About \$100,000/year of additional revenue is estimated to be received by the Tigard Public Library if the levy passes. This funding could restore library open hours, fund additional programs, and be used to purchase more books/library materials. Some of the written materials will be applicable to the City of Tigard library while other pieces would apply county-wide. Tigard-specific information has been reviewed by the City's legal counsel. County-wide information will be reviewed by the Oregon Secretary of State's office.</p> <p>➤ Discuss 2006/07 Pavement Major Maintenance Program – Phase 1 Contract</p> <p>Community Development Director Coffee reviewed with the City Council information contained in an August 31, 2006, memorandum from City Engineer Gus Duenas on this item. Morse Brothers, Inc. was awarded the 2006/07 Pavement Major Maintenance Program – Phase 1 contract. As explained in the memo, the bid was significantly lower than the Engineer's estimate, which means that a number of additional projects can be added to this phase.</p> <p>➤ Discuss Significant Increases for Highway Construction Costs – City Projects</p> <p>Community Development Director Coffee noted a full discussion was not needed on this topic, but wanted to point out increased construction costs will have an impact on City projects.</p>	<p>Council will consider formally approving a proposed contract amendment to perform the additional work as outlined in the City Engineer's memorandum.</p>
Study Session continued... Administrative Items	<p>➤ Paul Owen introduced his replacement, Darlene Young, the Summerfield Liaison to the City Council. Mr. Owen said he would continue to review water issues. Council members thanked Mr. Owen for his service and welcomed Ms. Young.</p> <p>➤ TriMet – Commuter Rail Groundbreaking: October 25, 10:30 – 11:30 a.m.; Tigard Commuter Rail Station. Mayor Dirksen, the Governor and</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Senators are scheduled to speak. Councilor Sherwood said she would attend and Councilor Wilson said he would check his schedule and try to attend. TriMet is also planning to hold its Board meeting at Tigard City Hall that day.</p> <p>Mayor Dirksen noted that Washington County Chair Brian has urged City of Tigard to send representatives to the annual "Railvolution" conference as this forum provides good information about commuter rail projects including funding availability. Councilor Wilson said he would be willing to attend.</p> <ul style="list-style-type: none"> ➤ League of Oregon Cities Conference: September 28-30, Portland Marriott Downtown. Mayor Dirksen and Councilor Woodruff plan to attend. Councilor Sherwood said she would attend for part of the conference. ➤ League of Oregon Cities Hospitality Suite – Hosted by Mayor Dirksen on Thursday, September 28, 5-9 p.m. Staff is preparing some displays of Tigard projects. ➤ City Hall Day: October 19, 7-9 p.m., Town Hall This event will be jointly sponsored by City of Tigard and League of Oregon Cities. Legislative candidates are invited to attend. This will provide an opportunity for elected officials and City Council candidates to ask questions. The program might be recorded for cable television rebroadcast. After discussion, City Council members agreed that the City of Beaverton could also participate. Mayor Dirksen requested efforts be made to make sure that all candidates have an opportunity to speak. ➤ New laptops are set for wi-fi. ➤ Family Festival Update <p>Assistant City Manager Newton reviewed the Festival events held last weekend, including a movie night for middle-school-age children, a "run," genealogy research assistance, and a great</p>	<p>A draft agenda for this event will be prepared by City staff for the Mayor's review.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>fireworks display. Staff made notes on what went well and what could be done better for next year.</p> <p>➤ National League of Cities Conference: December 5-9, 2006, Reno, Nevada. Mayor Dirksen advised he would attend. Council-candidate Buehner advised she would like to go if elected and Mayor Dirksen recommended that she attend the leadership sessions if possible. Councilor Harding said she would prefer to attend the leadership conference sessions; she will review the information and advise staff of the sessions she selects.</p> <p>➤ The next 5th Tuesday is October 31, 2006 (Halloween). Council decided to cancel this meeting. There was discussion on the low attendance at the 5th Tuesday meetings and whether to continue with them.</p> <p>➤ Discuss Commuter Railroad Crossing Plans for Main Street and Bonita Road (see September 7, 2006, memorandum from City Engineer Duenas)</p> <p>Community Development Director Coffee discussed this item with the City Council. City Engineer Duenas's memo noted safety concerns for these streets with commuter trains traveling at 50 to 60 miles per hour. Both TriMet and ODOT Rail Division officials are extremely concerned about crossings where left-turning vehicles can block through traffic resulting in vehicles trapped on the tracks and unable to</p>	<p>Mayor Dirksen said he would prefer to continue to hold the meetings stating he thinks citizens appreciate knowing there is this opportunity to talk to the City Council. He suggested providing a way for people to contact the City (e-mail or leaving a telephone message) to sign up for a topic at an upcoming 5th Tuesday. Assistant City Manager Newton suggested the 5th Tuesday meetings be reviewed during the Council's goal-setting session in January.</p> <p>City Council asked staff to check on signalization plans to assure that the intersections will be clear of vehicles when trains travel through.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>move. It was recommended that medians be installed as described in City Engineer Duenas's memorandum.</p> <p>Councilor Sherwood noted this is a huge safety concern for the crossing at Bonita Road. Mayor Dirksen pointed out that a no-left-turn on Main would be too restrictive and said that because there is a station at this location, the train would either be slowing down or stopping.</p> <p>➤ Ballot measures were discussed briefly. Mayor Dirksen noted that City Council members were asked to "weigh-in" on Measure 41. Mayor Dirksen indicated he would support the County's safety levy.</p>	
Executive Session	<p>The Tigard City Council went into Executive Session at 7:17 p.m. to consult with legal counsel regarding litigation likely to be filed under ORS 192.660(2)(h).</p> <p>Executive Session concluded at 7:28 p.m.</p>	
Additional Study Session Discussion	<p>➤ Council members received a copy of an argument opposing the City of Bull Mountain incorporation prepared by Mr. Phil Decker for the Voter's Pamphlet.</p> <p>➤ Mayor Dirksen reminded City Council members to review the draft City Center Advisory Commission By-Laws scheduled for discussion at the September 19, 2006, City Council meeting.</p>	
Business Meeting	<p>1.1 Mayor Dirksen called the City Council and Local Contract Review Board to Order at 7:34 p.m.</p> <p>1.2 Council Present: Mayor Dirksen, Councilors Harding, Sherwood, and Wilson.</p> <p>1.3 Pledge of Allegiance</p> <p>1.4 Council Communications & Liaison Reports</p> <p>Councilor Harding reported on the Washington County Coordinating Committee (WCCC) meeting</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>held last week. WCCC is still trying to identify funding for transportation projects. The Committee is now considering a trip to Washington DC in March rather than October. In October, they are considering hosting a meeting with Senators while they are in this area to attend the Commuter Rail Groundbreaking. The Committee is trying to develop a formula to equitably distribute gas tax funds if that is an option chosen as a funding source. The Committee is still considering traffic impact fees and a possible "MTIP-type" of ballot measure. There is no "concrete direction" decided upon at this time.</p> <p>Councilor Harding gave an update on Goal 5. Tigard is on target with adopting the Program. The Program Implementation Report is out in preliminary draft form. This will be considered for adoption after October. There is still time left to comment and if anyone has an interest in this, they should contact Washington County for a copy.</p> <p>1.5 Call to Council and Staff for Non-Agenda Items</p> <p>None</p> <p>Mayor Dirksen announced that Agenda Item No. 3, to honor the Murrayhill Little League All Star Baseball Team, would not occur this evening due to a scheduling conflict.</p>	
2. Proclamations	<p>Mayor Dirksen announced the following Proclamations:</p> <p>2.1 Proclaim September 17-23, 2006, as Constitution Week</p> <p>2.2 Proclaim September as National Drug Addiction Recovery Month</p>	
3. Murrayhill Little League All Star Baseball Team	Cancelled.	
4. Presentation from the Friends of the Tualatin River	Mr. Norm Penner, representing the Friends of the Tualatin River National Wildlife Refuge presented the Mayor and City Council with a framed print of an American Bittern as an expression of	

Agenda Item	Discussion & Comments	Action Items (follow up)
National Wildlife Refuge	<p>appreciation for Tigard's support for the Grand Opening Ceremony of the Refuge held on June 3, 2006. The Mayor and City Council extended their thanks to the volunteer efforts of Mr. Penner and the Friends. Mayor Dirksen said he had been honored to be part of the Grand Opening.</p> <p>Construction of the new Visitor Center is underway.</p>	
5. Citizen Communication	<p>- Tigard High School Student Envoy Jasmina Dizdarevik presented her first update of the school year to the City Council. A copy of her report is on file in the City Recorder's office.</p> <p>- Marland Henderson, 11795 SW Katherine Street, Tigard, OR said he was speaking to the Council to bring awareness of the plight of the mentally ill and their families to everyone's attention. He referenced the Mayor's proclamation of September as National Alcohol and Drug Addiction Recovery Month and advised that 85 percent of those with serious drug and alcohol addictions are also affected by mental illness. He spoke to efforts grounded in "evidence-based practices" whereby support is given to programs that can document their success. Programs are under funded.</p> <p>Councilor Sherwood advised Mr. Henderson that next Tuesday Mr. Howard Spanbock of Luke Dorf, Inc. will brief the Council on mental health and substance abuse services available in Tigard, Washington County and the metro area.</p> <p>City of Tigard and the League of Oregon Cities will host "City Hall Day" on October 19 for people to bring up issues to state legislative candidates. Funding for mental health programs would be a good topic to discuss with the candidates.</p> <p>- Mr. Marvin Bowen, 12562 SW Main Street, Tigard OR 97232 advised he plans to open a Brew Pub on Main Street in about two months. He noted issues with people parking on the street for long periods of time and that parking time limits are not enforced by the Police Department and requested the City Council consider directing enforcement. Mayor</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)								
	Dirksen noted that parking issues have come up on Main Street and it would be good to review the situation downtown. This will be brought to the attention of Police Chief Dickinson.									
6. Consent Agenda	<p>6.1 Approve Council Minutes for August 8, and 15, 2006</p> <p>6.2 Receive and File:</p> <ul style="list-style-type: none">a. Council Calendarb. Tentative Agendac. Fifth Tuesday Meeting Notes – August 29, 2006 <p>6.3 Appoint Kelly Johnson to the Park and Recreation Advisory Board (PRAB) – Resolution No. 06-55</p> <p>A RESOLUTION APPOINTING KELLY JOHNSON AS A MEMBER OF THE PARK AND RECREATION ADVISORY BOARD.</p> <p>6.4 Approve an Intergovernmental Agreement with Washington County to Share in “Transient Room Tax” Revenues – Resolution No. 06-56</p> <p>A RESOLUTION OF THE CITY OF TIGARD DECLARING AGREEMENT WITH WASHINGTON COUNTY CODE SECTION 3.08.170.B, IN ORDER THAT AN INTERGOVERNMENTAL AGREEMENT MAY BE ENTERED INTO BETWEEN THE CITY OF TIGARD AND WASHINGTON COUNTY FOR THE PURPOSE OF SHARING TRANSIENT ROOM TAX REVENUES</p> <p>6.5 Local Contract Review Board:</p> <ul style="list-style-type: none">a. Approve Contract Awards to Century West Engineering Corporation for Design Services for the Ash Avenue Extension project and the 97th Avenue and 100th Avenue Sanitary Sewer Reimbursementb. Award Contract to Landis & Landis for Construction of Pine Street – Street and Storm Drainage Improvementsc. Approve Amendment No. 2 to the Agreement with Murray Smith and	<p>Motion by Councilor Sherwood, seconded by Councilor Wilson, to adopt the Consent Agenda.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Wilson</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Wilson	Yes
Mayor Dirksen	Yes									
Councilor Harding	Yes									
Councilor Sherwood	Yes									
Councilor Wilson	Yes									

Agenda Item	Discussion & Comments	Action Items (follow up)								
	<p>Associates, Inc. for Professional Services for 550-Foot Reservoir No. 2</p> <p>d. Purchase Seven Police Patrol Cars from Gresham Ford</p>									
7. Award of Heritage Tree Designations	<p>Park Manager Plaza and City Forester Stine summarized this agenda item for the City Council.</p> <p>Before the City Council is a request to award Heritage Tree designations to two trees: a Douglas Fir located at 8275 SW Ross Street and a Monkey Puzzle tree located at 14530 SW 103rd Avenue.</p> <p>City Forester Stine noted that some of the trees designated as heritage trees may need some work; i.e., pruning, soil treatments, etc. Annually the City anticipates spending no more than \$2,000 on the Heritage Tree Program and these funds will come from the FY 06/07 park operations budget.</p> <p>Councilor Harding had suggested previously that high school students might be asked to help identify heritage trees. If more trees are identified than can be funded for the budget year, an inventory of trees for consideration could be established.</p> <p>City Forester Stine reviewed the trees nominated:</p> <p>1. The Douglas Fir Tree is about 150 years old and is a unique tree. He said it reflects the heritage of the City.</p> <p>2. The Monkey Puzzle Tree was planted around 1925 per long-time resident Evelyn Nokes. This tree is located near the John Tigard House and is native to South America.</p> <p>In response to an inquiry from Mayor Dirksen, City Forester Stine advised that the Heritage Tree designation is not intended to become a burden to a property owner. In fact, a property owner can request to have the designation removed at any time.</p> <p>Park Manager Plaza suggested that information be added to the City's web page identifying the location of Heritage Trees. Mayor Dirksen suggested a future tour could be offered to view these trees as</p>	<p>Motion by Councilor Wilson, seconded by Councilor Sherwood, to award Heritage Tree designations to the Douglas Fir Tree located at 8275 SW Ross Street, Tigard, Oregon and the Monkey Puzzle Tree located at 14530 SW 103rd Avenue, Tigard, Oregon.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Wilson</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Wilson	Yes
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Agenda Item	Discussion & Comments	Action Items (follow up)								
	well as historic buildings.									
8. Consider Acceptance of Matching Funds to Construct Jim Griffith Memorial Skate Park	<p>Park Manager Plaza presented information on this agenda item to the City Council.</p> <p>The City was notified recently that a grant was awarded to the City for the Skate Park if \$150,000 in matching funds would be provided for construction.</p> <p>Funding of the Skate Park will come from Park SDCs, Donations and the Grant.</p> <p>Michael Kent and Chas Caldwell were also present and made comments about their plans to use the Skate Park. These two young people also made the presentation to the State committee responsible for awarding grant money.</p> <p>The Skate Park should be through the permit process in the next 30 days, construction would begin this fall, and the Grand Opening held next summer.</p> <p>Grant money was also received from Tony Hawk who sent a sketch of a couple of ideas to improve the plans for Tigard's Skate Park. These ideas were incorporated.</p> <p>Donations for the Skate Park would still be appreciated. Tigard was prepared to fully fund the Skate Park if needed; however, because of the grant, more SDC funds can be used to fund other park needs in the City.</p> <p>Councilor Harding noted the growing popularity with this sport over the last several years. This park facility will be well utilized.</p> <p>Mr. Rich Carlson acknowledged a number of contributors over the last five years including Landmark Ford, Tigard Liquor Store, Verizon, GI Joes, and the Tigard Optimists.</p> <p>RESOLUTION NO. 06-57 – A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A \$150,000 STATE OF OREGON LOTTERY</p>	<p>Motion by Councilor Sherwood, seconded by Councilor Wilson, to adopt Resolution No. 06-57.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Wilson</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Wilson	Yes
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Councilor Wilson	Yes									

Agenda Item	Discussion & Comments	Action Items (follow up)
	LOCAL GOVERNMENT GRANT TO BE USED FOR THE CONSTRUCTION OF THE JIM GRIFFITH MEMORIAL SKATE PARK	
9. Consider Writ of Mandamus Concerning 120-Day Expiration – Longstaff Condominiums (SDR2005-00011)	<p>Community Development Director Coffee presented the staff report.</p> <p>The staff approved the condominium project on June 20, 2006. An appeal was filed on July 6, 2006, the 120-day deadline. The appeal hearing was scheduled for August 28. A Writ of Mandamus was filed on August 24, 2006.</p> <p>Options before the Council were to approve the staff decision or direct the City Attorney to contest the Writ in Circuit Court.</p> <p>Staff and the City Attorney recommended that the City Council approve the staff decision, including all conditions of approval.</p>	<p>Motion by Councilor Sherwood, seconded by Councilor Wilson, to approve the staff decision including all conditions of approval for the Longstaff Condominiums.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Sherwood Yes Councilor Wilson Yes</p>
Adjournment	The meeting adjourned at 8:30 p.m.	<p>Motion by Councilor Wilson, seconded by Councilor Sherwood, to adjourn the City Council meeting.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Harding Yes Councilor Sherwood Yes Councilor Wilson Yes</p>

Catherine Wheatley, City Recorder

Attest:

Mayor, City of Tigard

Date: _____

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Agenda Item #

Meeting Date

9-26-06

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Community Development Block Grant Project (CDBG) Proposal

Prepared By: Duane Roberts

Dept Head Approval: TC

City Mgr Approval: CR

ISSUE BEFORE THE COUNCIL

Should Council approve a resolution endorsing the submittal of two Community Development Block Grant project applications?

STAFF RECOMMENDATION

Staff recommends Council authorize the submittal of the two applications.

KEY FACTS AND INFORMATION SUMMARY

The Community Development Block Grant (CDBG) Program is a federal program that annually provides more than \$2 million to Washington County to fund activities that benefit low and moderate income persons. The County distributes the money to local jurisdictions and nonprofit agencies based on project applications submitted by sponsors. It currently is accepting project proposals for the 07/08 funding year. The application deadline is 10/10/06. Staff is proposing submitting the following two projects for funding:

Senior Center Upgrade

During several meetings, most recently on August 15, 2006, Council has discussed Senior Center improvement needs. The original building was constructed some twenty-five years ago. During that time, only minor improvements to the kitchen facilities, restrooms, wiring (electrical, phone, and data), floor coverings, paint, and seismic condition have been made. During the same period, participation in Senior Center activities and services has increased at a steady rate each year. The problem arising from the building's age and increased usage is that it has become inadequate in terms of space and functionality. To cite just two examples, four center-sponsored educational classes are currently held off-site due to lack of space and the center's kitchen appliances (all original equipment) are rusting and wearing out. The grant funds requested would be used to partially finance much-needed upgrades and also to add 1,280 square feet of additional floor space. The proposed improvements would serve the current and growing population of Tigard elderly.

Garrett Street Sidewalks

Garrett Street is an older, inner city street that was constructed without sidewalks. The proposed CDBG project will alleviate the problem of unsafe pedestrian conditions through the installation of sidewalks and associated improvements along both sides of SW Garrett Street. The improvements will provide a safe, secure, and convenient pedestrian route to services, shopping opportunities, and TriMet and school bus stops. The sidewalk in-fill also will help retain neighborhood character and livability. A map showing the locations of the proposed improvements is attached. This project was submitted for grant funding last year, but was not selected for funding.

City Finance Department review of the four projects for financial, budgetary, and purchasing requirements is in progress. Copies of the draft proposals will be available in the City Recorder's office.

OTHER ALTERNATIVES CONSIDERED

Do not submit the proposal.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The sidewalk project is consistent with Transportation and Traffic Goal #3, Strategy 3, "Encourage development of alternative modes" and the action plan "Focus efforts on improvements to provide connectivity for pedestrian and bicycle travel."

ATTACHMENT LIST

Attachment 1: Resolution supporting applications for CDBG funds

Exhibit A: Senior Center Floor Plan

Exhibit B: Garrett Sidewalk Improvements Map

FISCAL NOTES

The amount of the grant funds requested for each project is shown below, along with proposed local share contributions. In the case of the Senior Center remodel, the grant and match dollar amounts were set by Council at its August 15, 2006, meeting. The City dollars would come from the General Fund.

The City contribution does not include the \$200,000 previously authorized by Council for architectural services. Under CDBG guidelines, expenditures made before grants are awarded cannot be counted as part of the matching share. Only expenditures incurred after grant award and contracting to receive the award may be so counted. In the case of the Senior Center project, the Public Works project manager estimates that approximately half the \$200,000 will be expended prior to the July 1, 2007 effective date of the CDBG funding cycle. This leaves some \$100,000 that can be added to the City hard dollar match. The City's in-kind contribution includes grant administration and building inspection services. The City also may be able to count as an in-kind contribution the staff time required for the relocation and operation of programs away from the center during the remodel.

Project	Grant Dollars	City Cash	Loaves & Fishes	City In-Kind
Senior Center	\$475,000	\$375,000	\$100,000	\$ 20,000
Garrett St.	\$250,000	\$145,300		\$ 64,000

Approval of the resolution does not financially obligate the City. Actual appropriation of funds and acceptance of a grant would require separate budget committee action.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION OF THE TIGARD CITY COUNCIL SUPPORTING APPLICATIONS FOR FEDERAL ASSISTANCE TO PARTIALLY FINANCE IMPROVEMENTS TO THE TIGARD SENIOR CENTER AND TO CONSTRUCT SIDEWALK AND RELATED IMPROVEMENTS ALONG BOTH SIDES OF GARRETT STREET

WHEREAS, the Tigard Senior Center was constructed in 1980; and

WHEREAS, some space and design improvements were carried out in 1989; and

WHEREAS, participation in Senior Center activities and services has increased at a steady rate each year; and

WHEREAS, the Senior Center is now some twenty-five years old and is inadequate in terms of current space and functionality needs; and

WHEREAS, major upgrades to the kitchen, upstairs and downstairs restrooms, wiring, floor coverings, paint, and seismic condition are needed to serve the current and growing population of elderly; and

WHEREAS, SW Garrett Street was constructed without curbs, sidewalks, and/or drainage facilities; and

WHEREAS, the installation of sidewalks and associated improvements along this street would improve neighborhood quality and safety conditions for children and other pedestrians; and

WHEREAS, improvements to the Tigard Senior Center and to SW Garrett Street are defined in separate applications for federal Community Development Block Grant funds; and

WHEREAS, these improvements meet the national and county Community Development Block Grant objective of serving persons having low and moderate incomes; and

WHEREAS, Washington County will receive an estimated two million dollars per year for the next five years, for which ten cities, the county, and various non-profit agencies will compete for the funding of various projects.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City of Tigard hereby expresses its support for making improvements to the Tigard Senior Center and to SW Garrett Street, as shown in Exhibits A and B, respectively, and authorizes submission of applications for federal assistance.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard






ATTEST:

City Recorder - City of Tigard



EXHIBIT B

Garrett Street Sidewalk Improvements City of Tigard Oregon

-  Existing Sidewalk
-  Proposed Sidewalk
-  Taxlot Boundary
-  School Bus Stop
-  Apartments

** The information represented on this map is current as of December 23, 2005. Revisions will be made as new decisions or amendments occur to alter the content of the map.



Source: City of Tigard
Map Date: December 23, 2005
City of Tigard
City of Tigard
This map was created from several sources. The City cannot accept responsibility for any errors. Therefore, there are no warranties for this product. However, any modification of errors would be appreciated.
11/10/05 RW (last 2005) Tigard OR 97121 503-624-4111
MapNumber: 1000000000



AGENDA ITEM # _____
FOR AGENDA OF September 26, 2006

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Consideration of a Cost of Living Adjustment for Management/Supervisory/Confidential Group Employees effective October 1, 2006 and amendment of the salary plan

PREPARED BY: Sandy Zodrow, HR Dir. 3 DEPT HEAD OK _____ CITY MGR OK CP

ISSUE BEFORE THE COUNCIL

Should the Council approve a 3.2% cost of living salary adjustment for Management/Supervisory/Confidential Group Employees to be effective October 1, 2006

STAFF RECOMMENDATION

Pursuant to Council direction at their September 12, 2006 meeting, approve the cost of living adjustment

INFORMATION SUMMARY

Approximately 85 employees belong to the Management/Supervisory/Confidential Group and are not represented by a collective bargaining agreement. Each fiscal year the City Council considers and makes a determination on a cost of living increase (COLA) for this group of employees. The last COLA adjustment made for this group was October 1, 2005. The Tigard Police Officers Association received a 3.2% increase in July 1, 2006 and the SEIU/OPEU group will receive a cost of living adjustment of 3.2% effective October 1, 2006. A cost of living adjustment assists the City in maintaining a competitive market position with regard to its salaries. In prior years the Council has considered and elected to provide a cost of living adjustment for the Management Group which is consistent with that provided to the SEIU/OPEU bargaining unit. The City Council considered this matter at their September 12th meeting. This agenda item reflects Council's direction at that time.

OTHER ALTERNATIVES CONSIDERED

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable

ATTACHMENT LIST

Salary scheduled for Management/Supervisory/Confidential Group effective October 1, 2006

FISCAL NOTES

The total cost of this increase has been budgeted for FY06-07

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION TO APPROVE A COST OF LIVING ADJUSTMENT FOR MANAGEMENT/SUPERVISORY/CONFIDENTIAL GROUP EMPLOYEES EFFECTIVE OCTOBER 1, 2006 AND AMEND THE EXISTING SALARY SCHEDULE (EXHIBIT A)

WHEREAS, the current salary schedule for Management/Supervisory/Confidential Group employees was last amended for a cost of living adjustment effective October 1, 2005; and

WHEREAS, the Management/Supervisory/Confidential Group employees are not represented by a collective bargaining agreement; and

WHEREAS, the City Council discussed the matter of an October 1, 2006 cost of living adjustment at its September 12, 2006 meeting

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: A 3.2% cost of living adjustment effective October 1, 2006 is approved for the Management/Supervisory/Confidential Group employees and the salary scheduled, attached hereto as Exhibit A, is amended accordingly.

SECTION This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

CITY OF TIGARD, OREGON
Management/Professional Group
Salary Schedule - Effective October 1, 2006

COLA **103.20%**
 COLA's are calculated on Monthly
2007

Range	Management Category	Position Title		Pay Range	
32	M3	Confidential Admin Spec I (City Administration)	Hr	12.57	16.85
			Mo	2,178	2,921
			PP	1005.23	1348.15
			Yr	26,136	35,052
38	M3	Confidential Admin Spec II (City Administration)	Hr	14.58	19.55
			Mo	2,527	3,389
			PP	1,166.31	1,564.15
			Yr	30,324	40,668
41	M3	Human Resources Assistant	Hr	15.70	21.03
			Mo	2,722	3,646
			PP	1,256.31	1,682.77
			Yr	32,664	43,752
44	M3	Confidential Executive Assistant	Hr	16.94	22.70
	M3	Lib Tech Svcs Cordinr	Mo	2,936	3,934
	M3	Volunteer Coordinator	PP	1,355.08	1,815.69
			Yr	35,232	47,208
45	M3	Executive Assist to City Admin	Hr	17.37	23.28
	M3	Payroll Specialist	Mo	3,011	4,035
	M3	Risk Technician	PP	1,389.69	1,862.31
			Yr	36,132	48,420
46	M3	Assistant Planner	Hr	17.82	23.88
	M3	Program Assistant	Mo	3,089	4,139
			PP	1,425.69	1,910.31
			Yr	37,068	49,668
47	M3	Buyer	Hr	18.30	24.52
	M2	Circulation Supervisor	Mo	3,172	4,250
			PP	1,464.00	1,961.54
			Yr	38,064	51,000
49	M3	Micro Comp Support Tech	Hr	19.23	25.74
			Mo	3,333	4,461
			PP	1,538.31	2,058.92
			Yr	39,996	53,532
50	M3	Police Records Supervisor	Hr	19.71	26.42
	M3	Program Development Specialist	Mo	3,416	4,579
	M2	Readers Service Specialist	PP	1,576.62	2,113.38
			Yr	40,992	54,948
52	M3	Accountant	Hr	20.73	27.78
	M3	Associate Planner	Mo	3,593	4,816
	M3	Facilities Services Coordinator	PP	1,658.31	2,222.77
	M3	Fleet Services Coordinator	Yr	43,116	57,792
	M2	Library Tech Svcs Specialist			
53	M3	Human Resources Analyst	Hr	21.26	28.52
			Mo	3,685	4,943
			PP	1,700.77	2,281.38
			Yr	44,220	59,316
54	M3	GIS Coordinator	Hr	21.83	29.26
	M3	Grounds Supervisor	Mo	3,784	5,071
	M2	Library Services Supervisor	PP	1,746.46	2,340.46
	M3	Police Systems Specialist	Yr	45,408	60,852
	M3	Streets Supervisor			
	M3	Wasterwater Ops Supervisor			
	M3	Water Operations Supervisor			
55	M2	City Recorder	Hr	22.38	29.99
			Mo	3,879	5,199
			PP	1,790.31	2,399.54
			Yr	46,548	62,388
56	M3	Mgmt Analyst	Hr	22.95	30.77
	M3	Senior Accountant	Mo	3,978	5,334
	M3	Senior Planner	PP	1,836.00	2,461.85
			Yr	47,736	64,008
57	M2	Senior Human Resources Analyst	Hr	23.53	31.53

Range	Management Category	Position Title	Pay Range		
			<i>Mo</i>	4,078	5,465
			<i>PP</i>	1,882.15	2,522.31
			<i>Yr</i>	48,936	65,580
58	M3	Accounting Supervisor	<i>Hr</i>	24.15	32.37
	M2	Administrative Svcs Mgr	<i>Mo</i>	4,186	5,610
	M2	Library Division Mgr	<i>PP</i>	1,932.00	2,589.23
	M2	Project Engineer	<i>Yr</i>	50,232	67,320
	M3	Right of Way Administrator			
59	M2	Plans Examination Supervisor	<i>Hr</i>	24.75	33.17
			<i>Mo</i>	4,290	5,750
			<i>PP</i>	1,980.00	2,653.85
			<i>Yr</i>	51,480	69,000
60	M2	Inspection Supervisor	<i>Hr</i>	25.40	34.02
	M2	Senior Management Analyst/Risk	<i>Mo</i>	4,403	5,897
	M3	Web Administrator	<i>PP</i>	2,032.15	2,721.69
			<i>Yr</i>	52,836	70,764
61	M2	Financial Operations Mgr	<i>Hr</i>	26.04	34.90
	M2	Parks and Facilities Mgr	<i>Mo</i>	4,514	6,050
	M2	Planning Manager	<i>PP</i>	2,083.38	2,792.31
	M2	Public Works Manager	<i>Yr</i>	54,168	72,600
	M2	Utility Division Mgr			
100	M3	Police Sergeant	<i>Hr</i>	26.80	35.91
			<i>Mo</i>	4,645	6,225
			<i>PP</i>	2,143.85	2,873.08
			<i>Yr</i>	55,740	74,700
64	M2	Engineering Manager	<i>Hr</i>	28.11	37.67
			<i>Mo</i>	4,872	6,529
			<i>PP</i>	2,248.62	3,013.38
			<i>Yr</i>	58,464	78,348
66	M2	Building Official	<i>Hr</i>	29.57	39.62
			<i>Mo</i>	5,126	6,868
			<i>PP</i>	2,365.85	3,169.85
			<i>Yr</i>	61,512	82,416
106	M2	Police Lieutenant	<i>Hr</i>	30.87	41.37
			<i>Mo</i>	5,350	7,170
			<i>PP</i>	2,469.23	3,309.23
			<i>Yr</i>	64,200	86,040
68	M2	Assistant Public Works Director	<i>Hr</i>	31.10	41.67
	M2	Assistant to City Administrator	<i>Mo</i>	5,390	7,222
			<i>PP</i>	2,487.69	3,333.23
			<i>Yr</i>	64,680	86,664
70	M2	Human Resources Director	<i>Hr</i>	32.72	43.83
	M2	Information Technology Director	<i>Mo</i>	5,671	7,598
			<i>PP</i>	2,617.38	3,506.77
			<i>Yr</i>	68,052	91,176
109	M2	Police Captain	<i>Hr</i>	33.01	44.23
			<i>Mo</i>	5,721	7,667
			<i>PP</i>	2,640.46	3,538.62
			<i>Yr</i>	68,652	92,004
72	M1	Assistant City Manager	<i>Hr</i>	34.41	46.11
	M1	Capital Construction and Trans Engineer	<i>Mo</i>	5,965	7,992
	M1	Community Dev Director	<i>PP</i>	2,753.08	3,688.62
	M1	Financial & Information Services Director	<i>Yr</i>	71,580	95,904
	M1	Library Director			
	M1	Public Works Director			
112	M2	Assistant Police Chief	<i>Hr</i>	36.41	48.77
			<i>Mo</i>	6,311	8,453
			<i>PP</i>	2,912.77	3,901.38
			<i>Yr</i>	75,732	101,436
114	M1	Police Chief	<i>Hr</i>	38.22	51.21
			<i>Mo</i>	6,625	8,876
			<i>PP</i>	3,057.69	4,096.62
			<i>Yr</i>	79,500	106,512

Agenda Item #
Meeting Date

September 26, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Approval of Municipal Court Judge's Personal Services Agreement *cl*

Prepared By: Nadine Robinson *N Robinson* Dept Head Approval: _____ City Mgr Approval: _____

ISSUE BEFORE THE COUNCIL

Should Council enter into a new personal services agreement with Michael J. O'Brien to provide service as Tigard's Municipal Court Judge?

STAFF RECOMMENDATION

Approve the resolution renewing Michael O'Brien's personal services agreement.

KEY FACTS AND INFORMATION SUMMARY

Section 10 of the City Charter designates the municipal judge as an officer of the City. Historically, City Council has set the municipal judge's term of service, the expectations and amount of compensation through resolution. Since 1988, the City has outlined the scope of the judge's duties and established compensation by entering into a personal services agreement with the municipal judge.

Judge O'Brien has served as a Tigard Municipal Court judge since October 1989. The municipal court continues to provide a local forum for resolution of parking, minor traffic, code violations, limited misdemeanors cases and juvenile offenses.

With approval of this agreement, for the 2006-2007 fiscal year, Judge O'Brien will be compensated \$39,000 to preside over hearings, review and update municipal court rules and procedures, provide an annual court report and conduct research. Judge O'Brien's compensation was last adjusted in the 2004-2005 fiscal year. The proposed compensation reflects a 4% adjustment from the judge's current compensation. The agreement is for two years and allows for review of compensation at the end of fiscal year 2007-2008 or if caseload or other projects result in extended judicial hours.

OTHER ALTERNATIVES CONSIDERED

None.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None.

ATTACHMENT LIST

Resolution
Personal Services agreement.

FISCAL NOTES

Sufficient funds are included in the 2006-2007 budget.

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CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-_____

A RESOLUTION OF THE TIGARD CITY COUNCIL APPROVING A PERSONAL SERVICES AGREEMENT WITH MICHAEL J. O'BRIEN, MUNICIPAL COURT JUDGE

WHEREAS, Section 10 of the Tigard City Charter provides for the office of Municipal Judge; and

WHEREAS, Michael O'Brien served as a Municipal Court Pro-tem Judge from October 23, 1989 to June 30, 1992 and has served as Municipal Judge since July 1, 1992; and

WHEREAS, the Tigard City Council has found Judge O'Brien's performance to be satisfactory; and

WHEREAS, the City Council wishes to continue the understood reporting procedure between the City and Municipal Judge;

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: A personal services agreement is entered into by mutual agreement of the parties as set forth in the attached Exhibit "A". This agreement will take effect September 26, 2006 and shall repeal and replace all prior verbal and written agreements.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2006.

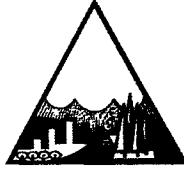
Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 06 -

Page 1



CITY OF TIGARD, OREGON
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 26th of September, 2006, by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and Michael J. O'Brien, hereinafter called Contractor.

RECITALS

City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth:

Therefore, the parties agree as follows:

SCOPE OF WORK

Contractor shall initiate services on 26th of September, 2006 upon receipt of City's notice to proceed, together with an executed copy of this Agreement. Contractor agrees to provide the following services as the Municipal Court Judge:

- Preside over arraignments, trials, and hearings for the following case types: civil infractions, criminal cases, juvenile violations, traffic violations, and parking citations;
- Oversee the Municipal Court judicial function;
- Update court orders and rules as needed;
- Provide an annual report to City Council;
- Research and additional projects as agreed to by the Municipal Court Judge and Administrative Services Manager.

EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the 26th of September, 2006 and shall expire, unless otherwise terminated or extended, on the 30th of June, 2008.

COMPENSATION

City agrees to pay Contractor an amount not to exceed thirty-nine thousand dollars (\$39,000.00) in the 2006-2007 fiscal year for performance of those services described in this

Agreement, including any payments made during the current fiscal year prior to the date of this Agreement.

Compensation will be reviewed at the end of the 2006-2007 fiscal year to determine what adjustment is appropriate. If the court's caseload increases significantly, and results in a substantial increase in the Municipal Court Judge's hours, both parties agree to negotiate an appropriate adjustment in Municipal Court Judge's rate of compensation.

Payment will be made based on Contractor's invoice, subject to the approval of Nadine Robinson, Administrative Services Manager and not more frequently than bi-monthly. Payment shall be payable within fifteen (15) days from the date of receipt by the City.

CONTACT INFORMATION

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Contact Manager for City:	Contact Manager for Contractor:
City of Tigard	Company: Michael J. O'Brien
Attn: Nadine Robinson, Admin Services Manager	Address: : PO Box 711
13125 SW Hall Blvd., Tigard, Oregon 97223	Address: Forest Grove, OR 97116
Phone: 503-639-4171 ext. 2481	Phone: 503-357-0144
Fax: 503-684-7297	Fax: 503-359-4539
Email Address: Nadine@tigard-or.gov	Email Address: rune777@verizon.net

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Agreement, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in

accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

City will defend and indemnify Municipal Court Judge for all actions taken while Municipal Court Judge is performing within the scope and responsibilities of the municipal court judge as provided in this agreement to the extent of the City's obligation pursuant to the Oregon Revised Statutes.

TERMINATION

The parties agree that any decision by either party to terminate this Agreement before 30th of June, 2007 shall be accompanied by sixty (60) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

AGREEMENT MODIFICATIONS

Modifications to this Agreement are valid only if made in writing and signed by all parties.

OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

GOVERNING LAW

Contractor shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

COMPLETE AGREEMENT

This Agreement and attached exhibit constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF TIGARD

CONTRACTOR

By: Authorized City staff

By: Contractor

Date

Date

Agenda Item #



Meeting Date

September 26, 2006

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Contract Award for Water Quality Analysis Services

Prepared By: Dennis Koellermeier Dept Head Approval:  City Mgr Approval: 

ISSUE BEFORE THE LOCAL CONTRACT REVIEW BOARD

Shall the Local Contract Review Board award a contract for the City's required water quality analysis services to Alexin Analytical Laboratories and authorize staff to take the necessary steps to formalize and execute the contract?

STAFF RECOMMENDATION

Staff is recommending that the Local Contract Review Board award the contract for water quality analysis services to Alexin Analytical Laboratories and authorize staff to take the necessary steps to complete and execute the contract.

KEY FACTS AND INFORMATION SUMMARY

In accordance with the rules and regulations outlined by the Oregon Department of Human Service's Drinking Water Program OAR Chapter 333, the City, in conjunction with an approved laboratory, must perform a variety of drinking water analyses to monitor water quality. The type of analysis performed and quantity of samples collected are based upon the type of water source and population served. These analyses include, but are not limited to, total coliforms, organics, disinfection by-products, and nitrates.

In response to these needs, the City issued a Request for Proposals for water quality analysis and collection services on August 18, 2006 with proposals due on August 30, 2006. While the City directly mailed copies of the Request for Proposals to multiple laboratories in the region, only two laboratories responded to the solicitation, one with a full proposal and one respectively declining the work. Alexin Analytical Laboratories, the City's current water quality analysis service provider, was the only lab that submitted a full proposal.

A proposal review team made up of Public Works Water Division staff conducted a full review of Alexin's proposal and found them to be fully competent to perform the required services. Therefore, staff recommends the award of a contract for a term of one year, with four additional one-year options, to Alexin Analytical Laboratories for the City's water quality analysis services.

OTHER ALTERNATIVES CONSIDERED

The Local Contract Review Board Council could choose not to award the contract and could direct staff on how to proceed in securing water quality analysis services for the City.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

None.

ATTACHMENT LIST

None.

FISCAL NOTES

This contract provides water quality analysis services on a unit-cost basis. Since testing requirements may change, it is difficult to predict the exact cost of water quality analysis services for the year. However, staff believes the \$75,500 budgeted in fiscal year 2006-2007 will adequately cover testing costs.

The total expense of the contract, if all five years are exercised, is not expected to exceed \$350,000. These figures assume work on aquifer storage and recovery (ASR) well #3 will begin in fiscal year 2006-2007 and work on ASR well #4 will begin in fiscal year 2007-2008. These figures also assume the State will continue to require the City conduct the extensive sampling currently required for ASR wells.

Agenda Item #
Meeting Date

September 26, 2006

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Intergovernmental Agreement (IGA) for the Development of Fanno and Summer Creek Wetland Mitigation Sites

Prepared By: Dennis Koellermeier Dept Head Approval: OKK City Mgr Approval: CP

ISSUE BEFORE THE COUNCIL

Consider the IGA between Tri-County Metropolitan Transportation District (TriMet), Clean Water Services (CWS), and the City of Tigard to complete wetland mitigation associated with the construction of commuter rail improvements and authorize the City Manager to execute the agreement.

STAFF RECOMMENDATION

Approve and authorize the City Manager to execute the IGA.

KEY FACTS AND INFORMATION SUMMARY

- TriMet is currently developing a section of new commuter rail that will serve Tigard and run for 14.7 miles from Beaverton to Wilsonville.
- Construction of the new commuter rail project will impact wetlands along the route and will require wetland mitigation.
- This agreement will allow TriMet to use City of Tigard property for all of the project's wetland mitigation requirements.
- Clean Water Services will construct the wetland mitigation projects and will monitor and prepare annual reports on the progress of the sites. Restoration of the mitigation sites will be completed in conjunction with stream restoration as part of the Healthy Streams Plan. The Council heard a presentation on the Healthy Streams Plan at its March 28, 2006 meeting.
- The City's obligations under this agreement are limited to providing land, assisting with permitting and accommodating trail closures during construction.
- A total of 10.85 acres of wetlands will be restored along Fanno and Summer Creeks as a result of the mitigation project.
- Project construction is expected to take one year and CWS will monitor and maintain the improvements for several years after the construction has been completed.
- Although some staff time will be devoted to the project, the City will incur no direct costs.
- Tigard is the final partner to consider the agreement, which has already been approved by CWS and TriMet.

OTHER ALTERNATIVES CONSIDERED

The Council could choose not to approve the IGA.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Participation in this three party IGA supports a number of the City's Vision Task Force Goals by; (1) protecting the natural environment and protecting and restoring open space, (2) serving as an effective stormwater management tool by expanding the capacity and improving the condition of wetlands that retain stormwater, and (3) supporting downtown redevelopment by working to restore a portion of the "green heart" of Tigard along Fanno Creek.

The specific goals addressed include:

Urban and Public Services – Parks and Greenways Goal 2: "Open space and greenway areas shall be preserved and protected."

Urban and Public Services – Water and Stormwater Goal 3: "Stormwater runoff is effectively managed."

ATTACHMENT LIST

1. IGA for Development of Fanno Creek and Summer Creek Wetlands Mitigation Site

FISCAL NOTES

The City will not incur any direct costs, however, City staff will devote time to the project by responding to citizen questions and assisting with permitting and trail access during construction.

**INTERGOVERNMENTAL AGREEMENT
FOR DEVELOPMENT OF FANNO CREEK AND SUMMER CREEK
WETLANDS MITIGATION SITE**

This Intergovernmental Agreement ("Agreement") is made and entered into by and between Clean Water Services, a special service district ("CWS"), the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon ("TriMet"), and the City of Tigard, a political subdivision of the State of Oregon ("City"), (each referred to herein as a "Party" and jointly referred to herein as "the Parties"), as of the effective date shown below.

RECITALS

A. On or about October 1, 2002, the Cities of Tigard, Tualatin, Beaverton and Wilsonville (collectively, "the Cities") and Washington County (the "County") executed an Urban Services Intergovernmental Agreement ("Urban Services IGA") for the purpose of allowing better coordination and design consistency between the Cities and the County for the station areas for the Washington County Commuter Rail Project ("Project").

B. TriMet is advancing the Project through the Federal Transit Administration process and through development of final plans and specifications for construction of the Commuter Rail improvements.

C. As part of the Project, TriMet will apply to the U.S. Army Corps of Engineers ("Corps") and the Oregon Department of State Lands ("DSL") for fill and removal permits. TriMet anticipates that a condition of those permits will be mitigation of wetland impact via restoring or enhancing wetland areas along the corridor.

D. City owns land along Fanno Creek and has plans for restoring and enhancing natural resource values of those lands.

E. CWS plans and implements projects to improve water quality, streams and wetlands, and has projects in and around Fanno Creek in its current and future Capital Improvements Plans.

F. TriMet is willing to advance the implementation of City's plans by funding the design and construction of wetland mitigation improvements along Fanno Creek (the "Wetland Mitigation Project") as part of TriMet's mitigation responsibilities under the Corps and DSL permits for the Project.

G. CWS, TriMet and City have the authority to enter into intergovernmental agreements under ORS Chapter 190.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

AGREEMENT

1. Overview of Roles:

a. TriMet will design the Wetland Mitigation Project along Fanno Creek at its sole expense and be responsible for permit applications. TriMet will provide to CWS up to Four Hundred Ten Thousand Dollars (\$410,000) for development, required monitoring, maintenance and reporting on the Wetland Mitigation Project, and all other costs to be incurred by CWS pursuant to this Agreement.

b. CWS will construct and maintain the Wetland Mitigation Project, and shall cooperate with TriMet and provide comments as necessary to gain state and/or federal permit approvals.

c. City will sponsor the Wetland Mitigation Project and allow entry and access to construct and maintain the Wetland Mitigation Project along Fanno Creek, and will continue to own the land that will contain the Wetland Mitigation Project improvements.

2. CWS Obligations:

a. CWS shall construct the Wetland Mitigation Project improvements substantially in accordance with the plan attached hereto as Exhibit A and incorporated by this reference herein, and shall have performance and cost responsibilities for correcting any deficiencies, as directed by the DSL. CWS shall give City and TriMet reasonable opportunity to review and approve the construction methods.

b. CWS shall monitor and maintain the Wetland Mitigation Project improvements as required by DSL, the Corps and the TriMet/CWS contract specifications for up to five (5) years from completion of construction. Maintenance activities shall include, but not be limited to, invasive species removal, revegetation, and other maintenance activities necessary to achieve successful wetland mitigation. CWS shall maintain accurate records relating to its monitoring and maintenance activities. CWS shall provide TriMet with access to all such records, as reasonably requested by TriMet.

c. CWS shall make annual reports on the Wetland Mitigation Project improvements area to DSL as required by OAR 141-085-0151. CWS shall ensure that drafts of such reports are provided to TriMet for comment at least sixty (60) days prior to the due date of such reports, and that copies of final reports are provided to TriMet concurrent with their submission to DSL.

d. CWS shall invoice TriMet monthly for its direct costs incurred in connection with performance of its obligations hereunder. Total costs to TriMet shall not exceed Four Hundred Ten Thousand Dollars (\$410,000). Invoices should be mailed to TriMet's project manager at the address shown in Section 5.d. below.

e. CWS shall respond to public calls arising from notices distributed by TriMet pursuant to Section 3.e below.

3. TriMet Obligations:

a. TriMet shall be responsible for all permit applications for the Project, including those required by the Corps and DSL for fills, removals and work associated with Wetland Mitigation Project improvements.

b. TriMet shall design the Wetland Mitigation Project improvements at its sole expense. TriMet shall give City and CWS reasonable opportunity to review and approve the design.

c. TriMet shall pay CWS the sum of up to Four Hundred Ten Thousand Dollars (\$410,000) for CWS' construction, annual monitoring, maintenance and reporting on the Wetland Mitigation Project improvements.

d. TriMet shall reimburse CWS for all direct costs incurred by CWS in performing its obligations hereunder. Total costs shall not exceed Four Hundred Ten Thousand Dollars (\$410,000). TriMet shall pay CWS within thirty (30) days of receipt and approval of CWS's invoice. TriMet shall make payment to CWS at the following address:

Clean Water Services
2550 SW Hillsboro Hwy
Hillsboro, OR 97123

e. TriMet shall prepare and distribute notice to affected neighbors located within 100' of the areas shown in Exhibit A regarding the Wetland Mitigation Project.

f. TriMet shall provide required agency staff at its own cost.

4. City Obligations:

a. The City agrees to allow TriMet, CWS and their respective contractors and subcontractors entry and access to ten (10) acres, more or less, of City-owned land in and around the four (4) project areas, to make the Wetland Mitigation Project improvements. Areas and improvements shall be generally similar to those shown on Exhibit A.

b. The City shall expeditiously review and act on any required applications submitted for City permits, and shall use its best efforts to process and approve same.

c. The City shall post signage regarding the Wetland Mitigation Project along the trail route and close and/or manage trail accesses for the duration of the Wetland Mitigation Project to maximize the safety of citizens and staff.

d. The City shall protect all mitigation sites as described in the attached Exhibit B, in perpetuity and agrees to accept this provision of the IGA as a binding agreement to protect the sites according to the requirements of DSL. The City acknowledges and understands that protection for the sites is a requirement of DSL in order to receive the proper permit approvals. In addition, the City agrees to file a deed restriction, conservation easement or other acceptable form of documentation with DSL to ensure the sites are protected beyond the expiration of this Agreement.

e. The City shall cooperate with TriMet, and provide comments and documentation as necessary to gain state and/or federal permit approvals.

f. The City shall make timely comments on design and construction plans for the Wetland Mitigation Project. Such approval shall not be unreasonably withheld, conditioned or delayed.

g. The City shall accept CWS's work to the extent it fulfills the plans and specifications for the work.

h. City shall provide TriMet with contact information so that TriMet may fulfill its obligations under Section 3.e above.

i. The City shall provide required staff at its own cost.

5. General Provisions:

a. Relationship of the Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of any other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

b. Indemnification. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the others and their officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

c. Compliance with Laws. The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the Parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

d. Project Managers. All routine correspondence and communication regarding this Agreement shall be between the project managers:

<u>TriMet:</u>	<u>CWS:</u>	<u>City:</u>
Joe Walsh	Peter Guillozet	Brian Rager
TriMet	Clean Water Services	City of Tigard
710 NE Holladay Street	2550 SW Hillsboro Hwy	13125 SW Hall Blvd.
Portland OR 97232	Hillsboro, OR 97123	Tigard, OR 97223
Telephone (503) 962-2266	Telephone (503) 681-4470	Telephone (503) 718-2471
Facsimile (503) 962-2284	Facsimile (503) 681-3603	Facsimile (503) 684-8840
walshj@trimet.org	guillozetp@cleanwaterservices.org	

The Project Managers are authorized to approve work and billings, to give notices, to terminate this Agreement and to carry out any other act referred to herein.

e. Entire Agreement; Modification; Waiver. This Agreement and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof, and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

f. Interruption of Services.

i. Force Majeure. Neither Party shall be liable to any other Party for any failure of performance under this Agreement due to causes beyond its control, such as: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, or action of any other government entity claiming jurisdiction over such Party (including

delay or inaction in issuing necessary construction permits, use permits, or similar authorizations), or of any instrumentality thereof of any civil or military authority; national emergencies; unavailability of materials or right-of-way; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties (collectively, "force majeure events"); provided that in the event of force majeure, the Party whose performance is prevented or impaired shall provide notice to the other Parties within ten (10) days of the occurrence of such event and shall thereafter use commercially reasonable efforts to complete or correct the affected performance without undue delay.

ii. **No Liability for Special, Consequential, Exemplary or Punitive Damages.** In no event shall any Party to this Agreement be liable to the others for special, consequential, exemplary or punitive damages as a result of the performance or non-performance of any obligations under, or acts or omissions related to, this Agreement.

g. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to any third parties unless such third party is expressly described as an intended beneficiary under this Agreement.

h. **Effective and Termination Dates.** This Agreement shall be effective on the date the last Party executes the Agreement, and shall remain in effect until the completion of all obligations created by this Agreement, but in no event later than 10 years from the effective date.

i. **Early Termination of Agreement.**

i. City, CWS, or TriMet, by mutual written agreement, may terminate this Agreement at any time.

ii. Either City, CWS, or TriMet may terminate this Agreement in the event of a breach of the Agreement by one of the other Parties. Prior to such termination, however, the Party seeking the termination shall give the other Parties written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

j. **Remedies.** The remedies provided under this Agreement shall not be exclusive. The Parties also shall be entitled to any other equitable and legal remedies that are available.

k. **Oregon Law, Dispute Resolution and Forum.**

i. This Agreement shall be construed according to the laws of the State of Oregon.

ii. TriMet, CWS and City shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available.

iii. Any litigation between City, CWS and TriMet arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

l. Subcontracting. City and TriMet acknowledge that CWS may intend to contract or subcontract its work under this Agreement, in whole or in part. City and TriMet agree to CWS's contracting or subcontracting and no specific approval of any of CWS's contractors or subcontractors is required. CWS shall require any contractor or subcontractor to agree, as to the portion contracted or subcontracted, to fulfill all applicable obligations of CWS as specified in this Agreement.

m. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

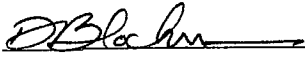
n. Interpretation of Agreement. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

o. Approval Required. This Agreement and amendments shall become effective when approved by 1) CWS's General Manager or the General Manager's designee, and when required by applicable CWS rules, CWS's Board of Directors, 2) TriMet's General Manager or the General Manager's designee, and when required by TriMet's rules, TriMet's Board of Directors, and 3) the Tigard City Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first noted herein.

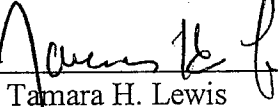
TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

CITY OF TIGARD

for: 
Neil McFarlane, Executive Director
Date: 8/16/06

By: _____
Title: _____
Date: _____

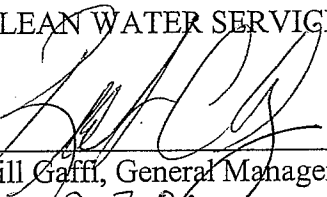
APPROVED AS TO FORM:

By: 
Tamara H. Lewis
Deputy General Counsel

APPROVED AS TO FORM:

By: _____

CLEAN WATER SERVICES

for: 
Bill Gaffi, General Manager
Date: 9-7-06

APPROVED AS TO FORM

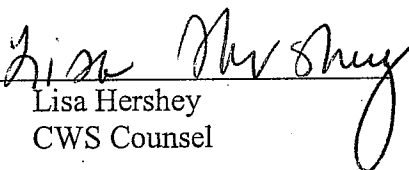

Lisa Hershey
CWS Counsel

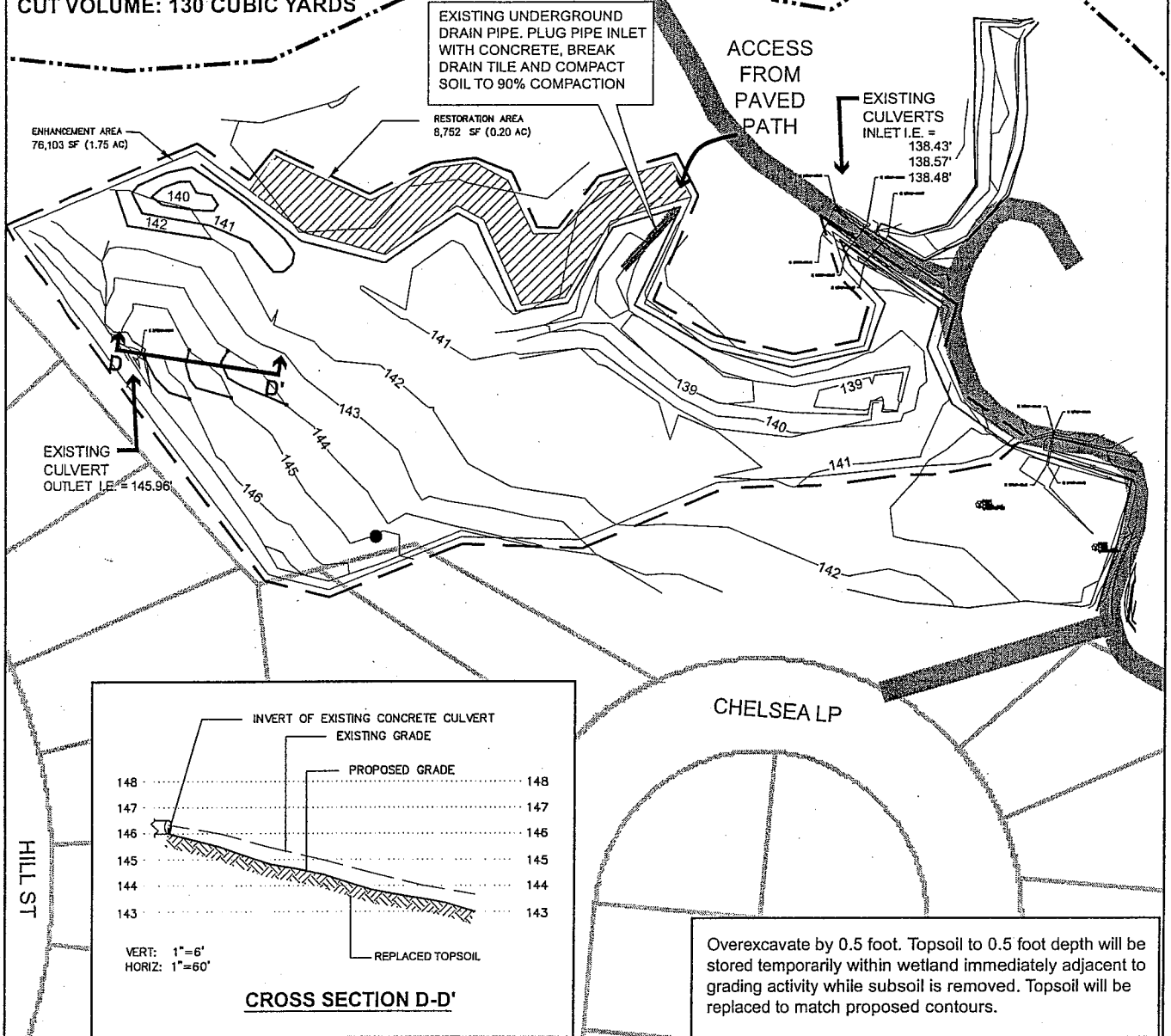
Exhibit A
Wetland Mitigation Areas
(Map/Drawing)

LEGEND

- MITIGATION SITE BOUNDARY
- - - FANNO CREEK
- ▨ PAVED PATH
- ▬ PARCEL BOUNDARY
- EXISTING CONTOUR
- PLANNED CONTOUR
- MANHOLE

T2S, R1W, SEC2

MITIGATION AREA: 1.95 ACRES
CUT VOLUME: 130 CUBIC YARDS



File name: Fig_D_grading.ai
Created/last edited by: JAB
Date last updated: 06/30/06
Reference: 1.26024



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FEET

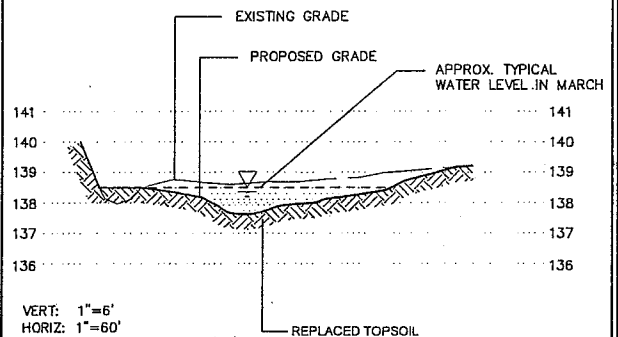
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SOURCE: Olak, Inc., March 2006.

SITE D GRADING PLAN MITIGATION PLAN

WASHINGTON COUNTY COMMUTER RAIL
TIGARD, WASHINGTON COUNTY, OREGON

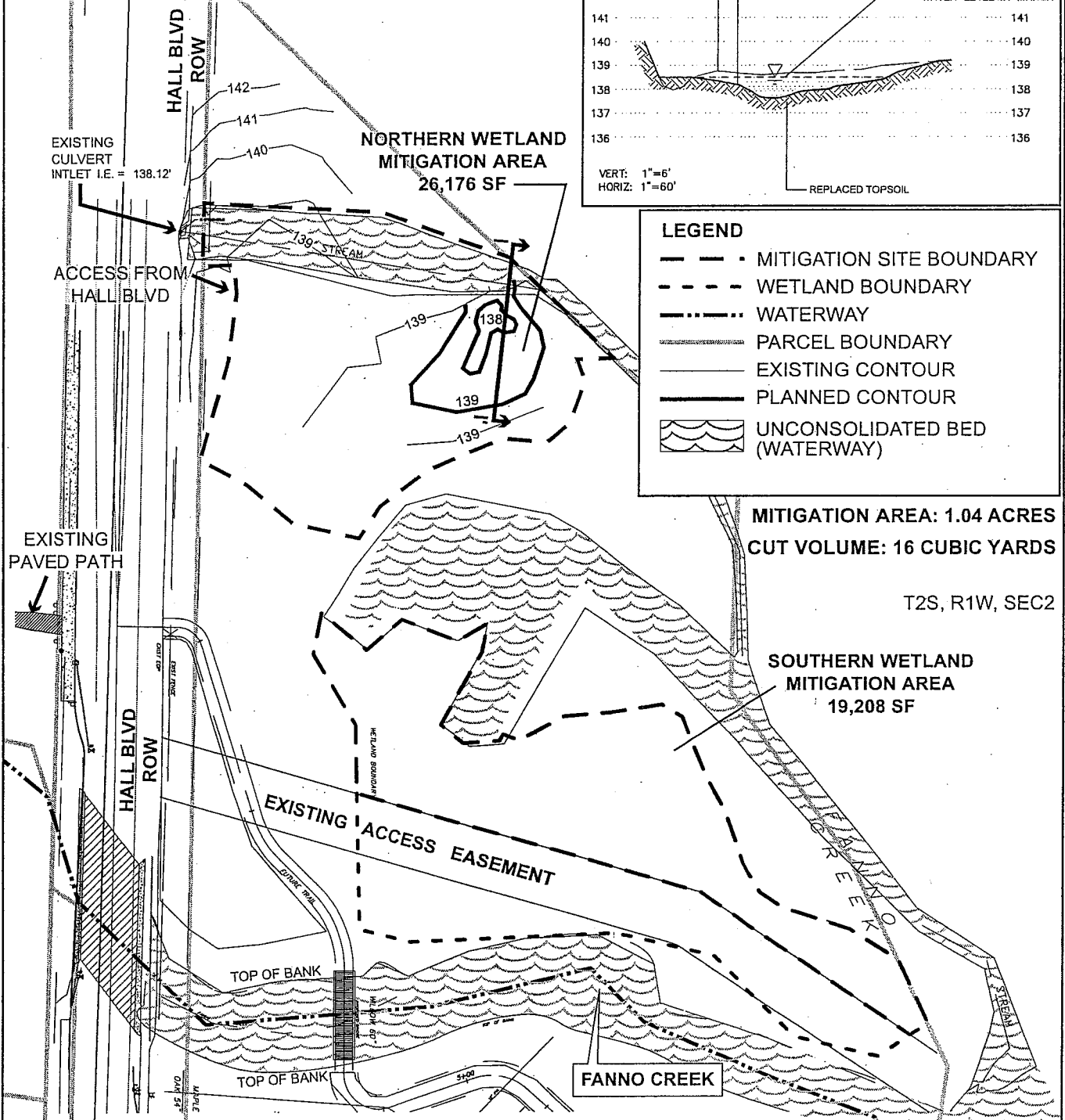
Overexcavate by 0.5 foot. Topsoil to 0.5 foot depth will be stored temporarily within wetland immediately adjacent to grading activity while subsoil is removed. Topsoil will be replaced to match proposed contours.

CROSS SECTION I-I'

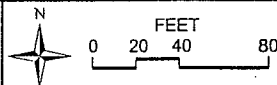


LEGEND

- MITIGATION SITE BOUNDARY
- - - WETLAND BOUNDARY
- . - . WATERWAY
- PARCEL BOUNDARY
- EXISTING CONTOUR
- PLANNED CONTOUR
- UNCONSOLIDATED BED (WATERWAY)



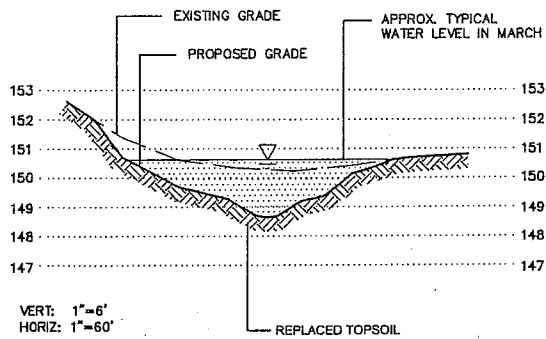
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Reference: 1.26024



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SITE I GRADING PLAN
ADDENDUM TO WETLAND MITIGATION PLAN
WASHINGTON COUNTY COMMUTER RAIL
TIGARD, WASHINGTON COUNTY, OREGON

CROSS SECTION J-J'



Overexcavate by 0.5 foot. Topsoil to 0.5 foot depth will be stored temporarily within wetland immediately adjacent to grading activity while subsoil is removed. Topsoil will be replaced to match proposed contours.

LEGEND

- MITIGATION SITE BOUNDARY
- WATERWAY
- PAVED PATH
- PARCEL BOUNDARY
- EXISTING CONTOUR
- PLANNED CONTOUR

MITIGATION AREA: 2.63 ACRES
CUT VOLUME: 197 CUBIC YARDS

ACCESS FROM
PAVED PATH

FANNO CREEK

AREA J-3

AREA J-2

AREA J-1

BUFFALO PL

THUNDER TERR

SW TIGARD ST

T1S, R1W, SEC34

PLAN VIEW



File name: Fig_J_grading.ai
Created/last edited by: JAB
Date last updated: 08/30/06
Reference: 1.28024



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SITE J GRADING PLAN

MITIGATION PLAN

WASHINGTON COUNTY COMMUTER RAIL
TIGARD, WASHINGTON COUNTY, OREGON

LEGEND

- MITIGATION SITE BOUNDARY
- SUMMER CREEK CENTERLINE
- PARCEL BOUNDARY
- EXISTING CONTOUR
- PLANNED CONTOUR
- MANHOLE

TOTAL MITIGATION AREA: 5.23 ACRES
CUT VOLUME: 214 CUBIC YARDS

MATCHLINE

CONTINUED ON WESTERN
SITE K GRADING PLAN

HAWKS BEARD STREET

T1S, R1W, SEC34

ACCESS
TO SITE

BEAVER POND

130TH AVE

Overexcavate by 0.5 foot. Topsoil to 0.5 foot depth will be stored temporarily within wetland immediately adjacent to grading activity while subsoil is removed. Topsoil will be replaced to match proposed contours.



File name: Fig_K_grading_E.ai
Created/last edited by: JAB
Date last updated: 07/06/06
Reference: 1.26024



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SOURCE: Otak, Inc., March 2006.

EASTERN SITE K GRADING PLAN
ADDENDUM TO MITIGATION PLAN
WASHINGTON COUNTY COMMUTER RAIL
TIGARD, WASHINGTON COUNTY, OREGON

LEGEND

- MITIGATION SITE BOUNDARY
- SUMMER CREEK CENTERLINE
- PARCEL BOUNDARY
- EXISTING CONTOUR
- PLANNED CONTOUR
- MANHOLE

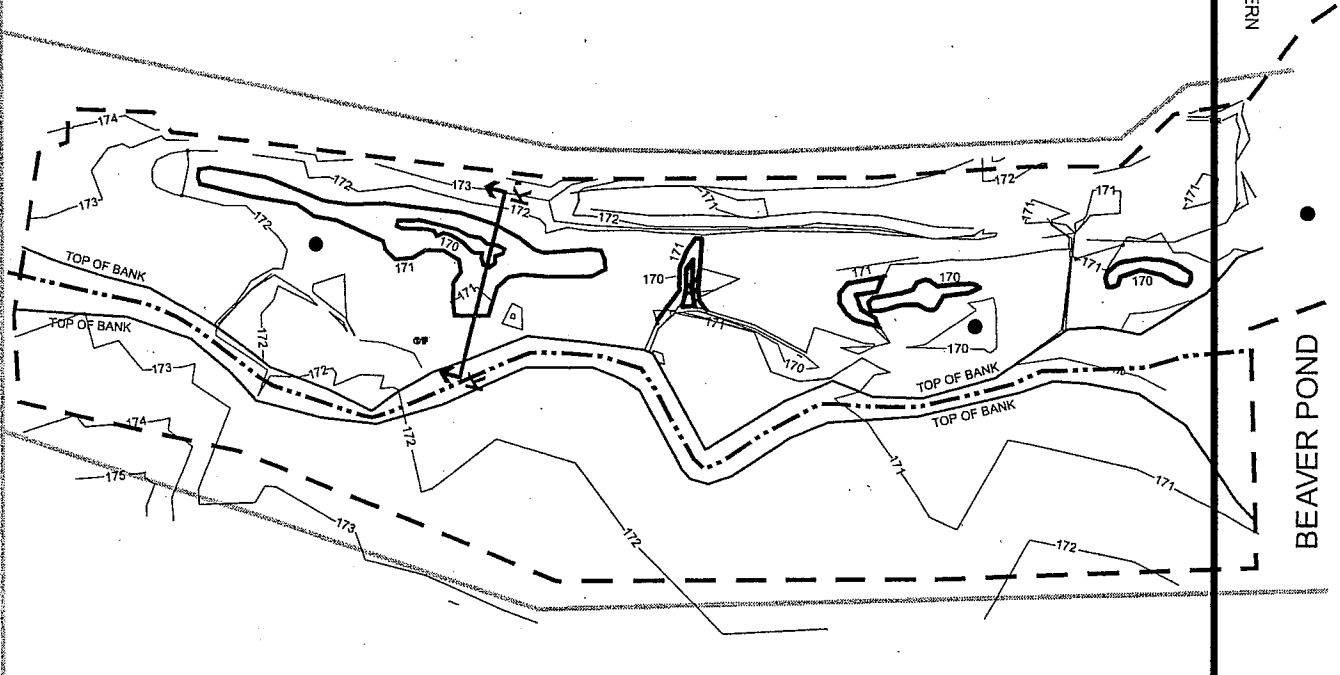
T1S, R1W, SEC34

ACCESS TO SITE
FROM HAWK'S
BEARD STREET

MATCHLINE

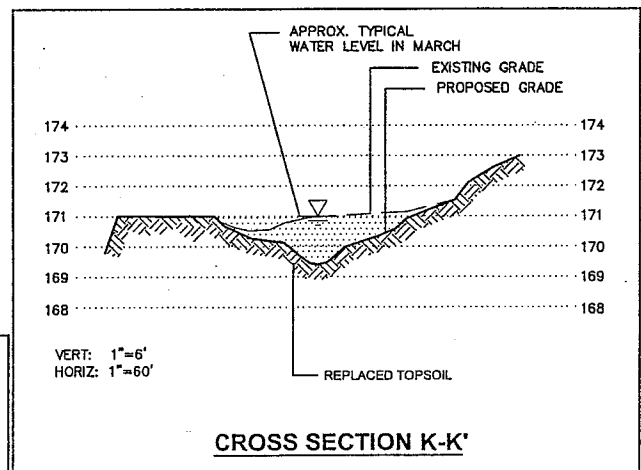
CONTINUED ON EASTERN
SITE K GRADING PLAN

TOTAL MITIGATION AREA: 5.23 ACRES
CUT VOLUME: 214 CUBIC YARDS



135TH AVE

Overexcavate by 0.5 foot. Topsoil to 0.5 foot depth will be stored temporarily within wetland immediately adjacent to grading activity while subsoil is removed. Topsoil will be replaced to match proposed contours.



File name: Fig_K_grading_Wai
Created/last edited by: JAB
Date last updated: 07/06/06
Reference: 1.26024



FEET
0 25 50 100

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WESTERN SITE K GRADING PLAN
ADDENDUM TO MITIGATION PLAN
WASHINGTON COUNTY COMMUTER RAIL
TIGARD, WASHINGTON COUNTY, OREGON

Exhibit B
Wetland Mitigation Areas
(Legal Descriptions)

Exhibit "B"

Wetland Mitigation Area 'D'
2S 1 02DB 500

Commuter Rail Project
Jack Carlson, Otak, Inc., 7/26/2006
Amended:
Parcel(s): 1

Parcel I-Wetland Mitigation Area 'D'

A parcel of land in the southeast one-quarter of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, to wit:

Beginning at a point which bears S.61°42'58"W., a distance of 1450.81 feet from the east one-quarter corner of said Section 2; thence N.55°10'02"W., a distance of 39.35 feet; thence N.21°38'05"W., a distance of 29.90 feet; thence N.14°10'31"E., a distance of 23.83 feet; thence N.56°12'27"W., a distance of 90.06 feet; thence S.16°56'06"E., a distance of 37.20 feet; thence S.47°00'44"E., a distance of 21.37 feet; thence S.16°10'50"W., a distance of 20.29 feet; thence S.77°45'51"W., a distance of 37.31 feet; thence N.76°55'28"W., a distance of 45.99 feet; thence N.60°51'51"W., a distance of 41.03 feet; thence N.22°51'19"E., a distance of 64.30 feet; thence N.28°12'35"W., a distance of 26.45 feet; thence S.73°42'14"W., a distance of 45.92 feet; thence S.38°08'19"W., a distance of 36.78 feet; thence N.86°52'55"W., a distance of 11.48 feet; thence N.24°33'32"W., a distance of 34.09 feet; thence N.68°29'27"W., a distance of 21.13 feet; thence S.82°49'30"W., a distance of 24.99 feet; thence S.64°33'09"W., a distance of 39.23 feet; thence N.65°20'55"W., a distance of 60.41 feet; thence S.41°40'14"W., a distance of 22.57 feet; thence N.55°09'45"W., a distance of 35.29 feet; thence S.67°36'06"W., a distance of 121.01 feet; thence S.40°55'51"E., a distance of 268.64 feet; thence N.74°42'06"E., a distance of 91.74 feet; thence N.67°34'02"E., a distance of 88.25 feet; thence S.87°28'16"E., a distance of 65.59 feet; thence N.88°23'53"E., a distance of 63.28 feet; thence N.82°56'16"E., a distance of 90.47 feet; thence N.41°56'35"E., a distance of 21.82 feet to the Point of Beginning.

The parcel of land to which this description applies contains 1.885 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

Exhibit "B"

Wetland Mitigation Area 'I'
2S 1 02DA 600

Commuter Rail Project
Jack Carlson, Otak, Inc., 7/26/2006
Amended:
Parcel(s): 2

Parcel I-North Wetland Mitigation Area 'I'

A parcel of land in the southeast one-quarter of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, to wit:

Beginning at a point which bears S.36°13'54"W., a distance of 530.76 feet from the east one-quarter corner of said Section 2; thence S.01°53'25"W., a distance of 34.85 feet; thence S.89°49'51"E., a distance of 11.29 feet; thence S.01°54'42"E., a distance of 15.34 feet; thence S.06°10'41"W., a distance of 38.04 feet; thence S.10°30'11"W., a distance of 57.36 feet; thence S.56°28'48"E., a distance of 26.42 feet; thence S.50°32'13"E., a distance of 33.46 feet; thence S.77°46'07"E., a distance of 37.50 feet; thence N.33°55'17"E., a distance of 22.52 feet; thence N.55°51'43"E., a distance of 36.78 feet; thence N.66°02'26"E., a distance of 39.84 feet; thence S.86°13'57"E., a distance of 25.47 feet; thence N.48°06'52"E., a distance of 18.38 feet; thence N.19°45'39"E., a distance of 23.11 feet; thence N.19°12'08"W., a distance of 13.59 feet; thence N.87°24'24"E., a distance of 11.53 feet; thence N.45°30'47"W., a distance of 87.47 feet; thence N.70°16'15"W., a distance of 62.81 feet; thence N.87°12'35"W., a distance of 92.58 feet to the Point of Beginning.

The parcel of land to which this description applies contains 0.663 acres, more or less.

Parcel II-South Wetland Mitigation Area 'I'

A parcel of land in the southwest one-quarter of Section 1 and the southeast one-quarter of Section 2, Township 2 South, Range 1 West, W.M., Washington County, Oregon, to wit:

Beginning at a point which bears S.13°31'16"W., a distance of 683.77 feet from the east one-quarter corner of said Section 2; thence S.61°13'14"W., a distance of 18.22 feet; thence N.72°01'04"W., a distance of 33.57 feet; thence S.54°54'03"W., a distance of 26.35 feet; thence N.52°17'21"W., a distance of 31.28 feet; thence S.12°11'38"W., a distance of 23.26 feet; thence S.32°08'22"E., a distance of 47.28 feet; thence S.01°08'09"E., a distance of 38.12 feet; thence S.74°09'57"E., a

distance of 202.08 feet; thence S.55°25'37"E., a distance of 141.93 feet; thence N.54°49'02"E., a distance of 3.34 feet; thence N.24°30'40"W., a distance of 52.85 feet; thence N.56°55'35"W., a distance of 17.73 feet; thence N.67°00'15"W., a distance of 52.81 feet; thence N.24°28'53"W., a distance of 108.55 feet; thence N.40°24'13"W., a distance of 10.51 feet; thence S.83°03'14"W., a distance of 63.67 feet; thence S.59°21'19"W., a distance of 25.86 feet; thence N.70°13'29"W., a distance of 10.02 feet; thence S.33°43'28"W., a distance of 4.75 feet; thence S.84°53'06"W., a distance of 18.96 feet; thence N.47°00'43"W., a distance of 16.37 feet; thence N.27°52'42"E., a distance of 47.81 feet; thence N.10°01'15"E., a distance of 13.76 feet to the Point of Beginning.

The parcel of land to which this description applies contains 0.485 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

Exhibit "B"

Wetland Mitigation Area 'J'
1S 1 34DA 10400, 10500

Commuter Rail Project
Jack Carlson, Otak, Inc., 7/26/2006
Amended:
Parcel(s): 1

Parcel I-Wetland Mitigation Area 'J'

A parcel of land in the southeast one-quarter of Section 34, and the southwest one-quarter of Section 35, Township 1 South, Range 1 West, W.M., Washington County, Oregon, to wit:

Beginning at a point which bears S.22°47'20"E., a distance of 652.46 feet from the east one-quarter corner of said Section 33; thence S.66°09'09"W., a distance of 47.76 feet; thence S.49°02'03"W., a distance of 63.12 feet; thence S.10°34'16"E., a distance of 75.96 feet; thence S.20°59'08"W., a distance of 55.91 feet; thence S.17°09'35"W., a distance of 64.82 feet; thence S.26°58'00"W., a distance of 56.90 feet; thence S.74°26'18"W., a distance of 69.53 feet; thence S.37°19'15"W., a distance of 48.95 feet; thence S.03°18'45"W., a distance of 37.16 feet; thence S.42°06'47"E., a distance of 43.58 feet; thence S.14°44'44"W., a distance of 44.03 feet; thence S.25°38'54"W., a distance of 40.67 feet; thence S.35°59'30"W., a distance of 78.63 feet; thence S.07°08'03"W., a distance of 25.93 feet; thence S.15°24'08"E., a distance of 95.71 feet; thence S.03°38'52"W., a distance of 183.45 feet; thence S.51°56'49"E., a distance of 33.89 feet; thence N.42°52'42"E., a distance of 20.39 feet; thence N.67°56'50"E., a distance of 31.18 feet; thence N.23°24'50"E., a distance of 69.33 feet; thence N.02°24'51"E., a distance of 24.30 feet; thence N.70°07'12"W., a distance of 15.78 feet; thence N.01°02'35"W., a distance of 14.06 feet; thence N.47°33'29"E., a distance of 47.91 feet; thence N.05°52'23"W., a distance of 57.44 feet; thence N.34°42'11"E., a distance of 26.54 feet; thence N.22°59'53"E., a distance of 160.64 feet; thence N.67°10'00"E., a distance of 74.59 feet; thence N.13°42'32"E., a distance of 58.52 feet; thence N.05°46'58"E., a distance of 78.05 feet; thence N.19°25'41"W., a distance of 43.83 feet; thence N.02°23'20"E., a distance of 40.33 feet; thence N.19°58'05"E., a distance of 40.31 feet; thence N.15°52'18"W., a distance of 23.56 feet; thence N.05°47'03"E., a distance of 22.33 feet; thence N.15°34'12"E., a distance of 53.26 feet; thence N.02°57'33"W., a distance of 114.35 feet; thence N.59°20'20"W., a distance of 10.92 feet to the Point of Beginning.

The parcel of land to which this description applies contains 2.643 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

Exhibit "B"

Wetland Mitigation Area 'K'
1S 1 33DB 101, 7200

Commuter Rail Project
Jack Carlson, Otak, Inc., 7/26/2006
Amended:
Parcel(s): 1

Parcel I-Wetland Mitigation Area 'K'

A parcel of land in the southeast one-quarter of Section 33, Township 1 South, Range 1 West, W.M., Washington County, Oregon, to wit:

Beginning at a point which bears S.02°25'54"E., a distance of 441.15 feet from the center of said Section 33; thence S.06°14'31"W., a distance of 157.74 feet; thence S.70°38'04"E., a distance of 365.26 feet; thence N.88°02'54"E., a distance of 408.49 feet; thence N.00°05'50"W., a distance of 160.47 feet; thence N.72°33'21"E., a distance of 214.42 feet; thence N.64°17'26"E., a distance of 218.82 feet; thence N.01°37'21"E., a distance of 20.19 feet; thence N.67°08'07"W., a distance of 103.30 feet; thence N.44°02'27"W., a distance of 69.92 feet; thence N.27°08'16"W., a distance of 22.32 feet; thence N.11°38'07"E., a distance of 116.02 feet; thence N.03°04'38"W., a distance of 32.33 feet; thence N.35°30'55"W., a distance of 25.02 feet; thence S.60°16'21"W., a distance of 68.55 feet; thence S.14°48'22"W., a distance of 91.86 feet; thence S.20°32'21"W., a distance of 106.23 feet; thence S.57°07'30"W., a distance of 123.86 feet; thence S.05°12'38"W., a distance of 25.12 feet; thence S.64°34'31"W., a distance of 112.65 feet; thence S.84°32'10"W., a distance of 262.57 feet; thence N.84°05'56"W., a distance of 152.00 feet; thence N.79°35'02"W., a distance of 176.95 feet; thence N.87°54'31"W., a distance of 50.47 feet; thence S.61°18'33"W., a distance of 29.07 feet to the Point of Beginning.

The parcel of land to which this description applies contains 5.723 acres, more or less.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

Agenda Item #

Meeting Date

September 26, 2006

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Proposed Contract Amendment to Add Additional Streets to the FY 2006-07 Pavement Major Maintenance Program-Phase 1 Contract

Prepared By: A.P. Duenas Dept Head Okay TC City Mgr Okay cl

ISSUE BEFORE THE LOCAL CONTRACT REVIEW BOARD

Should the Local Contract Review Board approve a contract amendment to the pavement overlay contract with Morse Brothers, Inc. adding additional streets to the work.

STAFF RECOMMENDATION

That the Local Contract Review Board approve a contract amendment to the FY 2006-07 Pavement Major Maintenance Program contract with Morse Brothers, Inc., increasing the quantities in the original contract and the contract amount from \$254,330.23 to **\$835,000.00** and authorizing an additional amount of **\$85,000.00** to be reserved for contingencies and applied as needed. The amount of the additional work through the contract amendment is **\$580,669.77**. The total project commitment is therefore **\$920,000.00**.

KEY FACTS AND INFORMATION SUMMARY

Morse Brothers, Inc. was awarded the FY 2006-07 Pavement Major Maintenance Program contract for pavement maintenance on the City streets at the Council meeting on August 15, 2006. The project was formally bid and awarded on a unit bid item basis with unit bid prices for specific items of work. The low bid submitted by the contractor at \$254,330.23 was the lowest by far with the next higher bidder at \$299,336.00. The Engineer's Estimate range was from \$290,000 to \$335,000. More importantly, the bid price submitted for the asphaltic concrete (pavement) bid item is \$52.65 per ton, which is significantly lower than the \$70 per ton in the Engineer's Estimate and the \$70 per ton submitted by the next higher bidder.

To take advantage of the exceptionally low prices in the contract and to address a much larger portion of the street maintenance backlog sooner rather than later, the following streets are proposed for addition to the contract for construction this fall:

- Durham Road (Summerfield Drive to Serena Way)
- 98th Avenue (Durham Road to Sattler Street)
- 124th Avenue (Walnut Street to Katherine Street)
- Ash Avenue and segments of intersecting streets (McDonald Street to Fanno Creek)
- 66th Avenue (just south of Hampton to Franklin Street)
- 67th Avenue (north of Baylor Street)

The Public Contracting Rules (PCR 10.075A) allow contracts to be substantially increased when the original contract was awarded through a formal competitive process, the contract documents include unit prices that can be

used as the basis for determining the cost of the additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work. All these conditions are met with the contract awarded to Morse Brothers, Inc. In addition, the contractor agrees to perform the additional work under the terms, conditions and bid prices under the original contract.

The additional quantities would increase the contract amount from \$254,330.23 to \$835,000.00. Authorization of a contingency amount of \$85,000.00 to be applied as needed would result in a total project commitment of \$920,000.00. Approval of the contract amendment will allow the City to use Street Maintenance Fee dollars in the most cost effective way possible in light of rapidly increasing construction costs. In addition, the rejuvenation of more City streets sooner rather than later will benefit the motorists by improving the rideability of pavement surfaces. Furthermore, the timely maintenance of the additional streets will eliminate the potential for much more expensive reconstruction work later on those streets as a result of delayed maintenance.

OTHER ALTERNATIVES CONSIDERED

Do not add the additional streets to the contract.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The street maintenance program supports the Tigard Beyond Tomorrow Transportation and Traffic goals of "Improve Traffic Flow" and "Improve Traffic Safety."

ATTACHMENT LIST

None

FISCAL NOTES

The amount of \$950,000 is available in the FY 2006-07 CIP budget under the Street Maintenance Fee Fund, and \$210,000 under the Gas Tax Fund for a total PMMP budgeted amount of \$1,160,000. That amount is sufficient for the proposed contract amendment and still leaves some funding available for additional streets (Phase 2 of the program) in the spring of 2007. Approval of the contract amendment will allow the City to use Street Maintenance Fee dollars in the most cost effective way possible in light of rapidly increasing construction costs.



MEMORANDUM

TO: Mayor and City Councilors
Craig Prosser, City Manager

FROM: Gus Duenas *[Signature]*
City Engineer

RE: Additional Streets for the Pavement Overlay Contract
2006-07 Pavement Major Maintenance Program – Phase 1

DATE: August 31, 2006

Morse Brothers, Inc. was awarded the 2006-07 Pavement Major Maintenance Program contract for pavement maintenance on the City streets at the Council meeting on August 15, 2006. The project was formally bid and awarded on a unit bid item basis with unit bid prices for specific items of work. The low bid submitted by the contractor at \$254,330.23 was the lowest by far with the next higher bidder at \$299,336.00. The Engineer's Estimate range was from \$290,000 to \$335,000. More importantly, the bid price submitted for the asphaltic concrete (pavement) bid item is \$52.65 per ton, which is significantly lower than the \$70 per ton in the Engineer's Estimate and the \$70 per ton submitted by the next higher bidder.

To take advantage of the exceptionally low prices in the contract and to address a much larger portion of the street maintenance backlog sooner rather than later, we propose to add the following additional streets to the contract for construction this fall:

- Durham Road (Summerfield Drive to Serena Way)
- 98th Avenue (Durham Road to Sattler Street)
- 124th Avenue (Walnut Street to Katherine Street)
- Ash Avenue and segments of intersecting streets (McDonald Street to Fanno Creek)
- 66th Avenue (just south of Hampton to Franklin Street)
- 67th Avenue (north of Baylor Street)

The current estimated amounts for the additional quantities on these streets add up to a total of \$580,000 with Durham Road being approximately \$230,000 of that amount. These numbers may change slightly as the scope of work on each of the additional streets is further refined and quantities are defined more precisely. However, the total amount should be relatively close to the current estimate. We had planned the overlay on Durham Road for the spring of 2007. However, we now have this rare opportunity to complete that street and others this fall at prices that we most likely will not see again in future bids. The additional quantities would increase the contract amount from \$254,330.23 to \$835,000 plus a contingency amount of \$85,000 for a total project commitment of \$920,000. The amount of \$950,000 is available in the FY 2006-07 CIP budget under the Street

Maintenance Fee Fund, and \$210,000 under the Gas Tax Fund for a total PMMP budgeted amount of \$1,160,000. That amount is sufficient for the proposed contract amendment and still leaves some funding available for additional streets (Phase 2 of the program) in the spring of 2007. Approval of the contract amendment will allow us to use Street Maintenance Fee dollars in the most cost effective way possible in light of rapidly increasing construction costs.

The public contracting rules allow original contracts to be substantially increased when the original contract was awarded through a formal competitive process, the contract documents include unit prices that can be used as the basis for determining the cost of the additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work. All these conditions are met with the contract awarded to Morse Brothers, Inc. In addition, the contractor agrees to perform the additional work under the terms, conditions and bid prices under the original contract.

We will be discussing the proposed contract amendment for additional work at the study session on September 12, 2006. If Council agrees with the proposed action, it will be submitted to Council for formal approval at the September 26, 2006 meeting.

c: Tom Coffee, Community Development Director
Bob Sesnon, Finance Director
Joe Barrett, Purchasing

Agenda Item No. _____
Meeting of Sept. 26, 2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title _____ Employee Recognition: Tigard Police Public Information and Crime Prevention Officer Jim Wolf.

Prepared By: Chief Bill Dickinson Dept Head Approval: WMD City Mgr Approval: CL

ISSUE BEFORE THE COUNCIL

The City of Tigard employs many excellent staff whose work is occasionally recognized by other agencies as excellent in their field. Jim Wolf serves as both the Public Information Officer as well as the Crime Prevention Officer for the Police Department. The Crime Prevention Association of Oregon recently announced that Tigard's own Jim Wolf was selected to receive this year's Ken Mainwaring Award for excellence in the area of crime prevention.

STAFF RECOMMENDATION

Recognize and present Public Information Officer Jim Wolf with the Ken Mainwaring Award.

KEY FACTS AND INFORMATION SUMMARY

This award is made annually by the Crime Prevention Association of Oregon. It recognizes excellence in the area of crime prevention and is given to a Crime Prevention specialist who has most demonstrated the following accomplishments:

- + provided a forum for the exchange of ideas pertaining to crime prevention
- + promoted effective expressions of collective views of crime prevention practitioners
- + was effective in informing citizens, elected officials, legislative bodies, and criminal justice personnel of current crime prevention trends and techniques necessary for the reduction of and early detection of crime and potential offenders
- + was effective in focusing attention on local, regional and state-wide goals and issues relating to crime prevention
- + encouraged citizen involvement to reduce crime and criminal opportunities by education and training
- + has encouraged cooperation and improved communications between the criminal justice system and citizens
- + nominees must have impacted crime prevention on a local or statewide basis
- + the award should recognize contributions over several years including the most recent events

Jim Wolf has met all of these award criteria but his recent work to bring together the cities of Hillsboro, Beaverton, Tigard, and Washington County to form the Westside Crime Prevention Coalition is a major factor in his selection to be this year's award winner for the State of Oregon. This coalition of police agency crime prevention practitioners provides training to hotel and motel operators to prevent crime in their establishments, and has been enthusiastically received by the industry.

OTHER ALTERNATIVES CONSIDERED

none.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

This recognition is in keeping with and helps accomplish the following Council Goals and Objectives:

Council Goal (2006): Improve communication and relationship with Citizens.

Council Long Range Objectives: Tigard's interests in regional and statewide issues are coordinated with appropriate agencies and jurisdictions.

2006 Tigard Beyond Tomorrow public safety vision summary- Goal #1: specifically address crime and public safety concerns through partnerships.

ATTACHMENT LIST

Award criteria from the Crime Prevention Association of Oregon.

FISCAL NOTES

There is no fiscal impact for this recognition.

Award Categories

Media Award: This award is intended to recognize media producers i.e., newspaper, radio, television, video, films, advertisers. Qualifications: Nominees must have contributed to the promotion of crime prevention through effective and innovative use of the media. Nominee will be evaluated using the following factors: The impact of the nominee's media involvement on the crime prevention awareness and/or education of the community. Shall have demonstrated continuity of support by the nominee, i.e. carrying crime prevention advertisements, producing local programs or articles on crime prevention, promotion of crime prevention concepts or events.. Photographs, newspaper and magazine articles, videotapes, and other similar material shall be submitted with the nomination. The Media Award is a plaque for the winner.

Commercial Business Crime Prevention Award: The Commercial Award was created in 1984 by the Southland Corp. (7-11) to recognize efforts by the business community to prevent crime. Qualifications: Nominees must have contributed significantly to crime prevention efforts in one of the following ways: Develop loss prevention programs or the education of businesses in loss prevention techniques. Demonstrable reduction of business losses on a local or statewide level. Contribution to, or participation in a local or statewide crime prevention program affecting a broad spectrum of the public. The nominee must be a business, corporation, or a non-profit organization.

Charles Bangle Volunteer of the Year Award: This award is for outstanding crime prevention by volunteer efforts. The award honors CPAO member and Cottage Grove volunteer Charles Bangle. Qualifications: Nominees must have worked in the area of crime prevention within the State of Oregon. Nominees must be volunteers, not paid staff. Nominees may be individuals or groups of volunteers who have worked together as a team or unit. Nominees must have shown outstanding effort in crime prevention during the past year. Those efforts must have been manifested in either or both of the following areas: Reduction in overall crime; Increased community awareness of the crime problem and possible solutions. There are two plaques for this award: one plaque is kept by the winner and the second is a "traveling plaque" which is returned to CPAO for awarding at the next annual conference.

Problem Solver of the Year Award: This award is designed to honor a crime prevention practitioner, law enforcement officer/agency, coalitions, community member, student, faith community, or business establishment. Qualifications: Must have demonstrated outstanding efforts at solving chronic crimes or livability problems in their community. Nominations must be in the form of a one-page statement describing the problem, those affected, response to the problem, who they partnered with, and outcomes of their efforts.

Ken Mainwaring Award: This award recognizes excellence in the area of crime prevention. Ken Mainwaring was a charter member of CPAO and an officer with the Medford Police Dept. Qualifications: Nominees must be CPAO members in good standing for at least two years. Must have contributed significantly to the general purpose of CPAO as stated in Article II of the Constitution: Provided a forum for the exchange of ideas pertaining to crime prevention. Promoted effective expressions of collective views of crime prevention practitioners. Was effective in informing citizens, elected officials, legislative bodies, and criminal justice personnel, of current crime prevention trends and techniques necessary for the reduction of and early detection of crime and potential offenders. Candidate was effective in focusing attention on local, regional and state-wide goals and issues relating to crime prevention. Encouraged citizen involvement to reducing crime and criminal opportunities, by education and training in crime prevention techniques. Efforts to encourage cooperation and improve communications between the criminal justice system and citizens toward reducing crime by the anticipation, recognition, and appraisal of crime risks and the initiation of community actions to remove or reduce that risk. To conduct all CPAO functions with the highest ethical standards. Nominees must have impacted crime prevention on a local or statewide basis. This award should recognize contributions over several years including the most recent events. There are two plaques for this award: one plaque is kept by the winner and the second is a "traveling plaque" which is returned to CPAO for awarding at the next annual conference.

Agenda Item Summary for -

*Resolution in Support of the Washington
County Cooperative Library Services -
Library Operational Levy*

will be in the September 22, 2006 Council
Newsletter packet.

Agenda Item #

Meeting Date

9/26/2006

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Cach Creek Area Annexation (ZCA2006-00002)

Prepared By: Emily Eng Dept Head Approval: TE City Mgr Approval: cl

ISSUE BEFORE THE COUNCIL

Shall City Council approve annexation of 40.93 acres of land (Zone Change Annexation - ZCA2006-00002) located adjacent to and west of Sunrise Lane, and adjacent to and north of SW Bull Mountain Road, including right-of-way on SW Sunrise Lane?

The proposed territory is contiguous to City limits and can be served by urban services.

STAFF RECOMMENDATION

Adopt the recommended ordinance annexing the subject territory into the City of Tigard.

KEY FACTS AND INFORMATION SUMMARY

State law (ORS 222.120(4)(b), ORS 222.125, and ORS 222.170(1) and (2)) authorizes a city to annex contiguous territory when owners of land in the proposed annexation territory submit a petition to the legislative body of the city. The owners of the properties in the proposed territory have submitted petitions for annexation to the City of Tigard. The City invited adjacent owners to join the annexation; four have expressed interest, but their properties have not been included with this proposal due to time limitations and notice requirements.

The proposed annexation territory (Cach Creek Area Annexation) includes eleven parcels of unincorporated territory totaling 40.93 acres. The proposed territory is contiguous to the City of Tigard on the City's western boundary, including the SW Sunrise Lane right-of-way. Goal 5 and Bull Mountain Community Plan natural resources exist on a majority or portions of the properties in the proposed territory.

Most of the proposed territory is publicly owned and will be used for the purposes of a reservoir and parkland. Four tax lots, which make up 9.14 acres, are privately owned, and two of these tax lots are currently under development review (in a separate land use decision) for a 17-lot subdivision with 30 dwelling units (single-family dwellings with accessory dwelling units).

The applicable review criteria for this application are ORS Chapter 222; Metro Code Chapter 3.09; City of Tigard Comprehensive Plan Policies 2 and 10, and Community Development Code Chapters 18.320 and 18.390.

Staff finds that the proposed annexation (ZCA2006-00002) meets all the approval criteria and recommends that the Council approve ZCA2006-00002 by adoption of the attached ordinance.

Key Facts:

1. The proposed territory is contiguous to City limits;
2. Urban services are available to serve the proposed territory;
3. The proposed territory is within the City's Urban Growth Boundary and Metro's Urban Growth Boundary; and
4. The proposed territory is within the City's Urban Service Area and Area of Interest.

OTHER ALTERNATIVES CONSIDERED

Not approving ZCA2006-00002 if it does not meet the applicable review criteria.

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

Growth and Growth Management, Goal #2: Urban services will be provided to all citizens within Tigard's urban growth boundary.

ATTACHMENT LIST

Attachment 1: An Ordinance Annexing 40.93 Acres, Approving Cach Creek Area Annexation (ZCA2006-00002) and Withdrawing Property from the Tigard Water District, Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District.

Exhibit A: Legal Description of Proposed Annexation Territory

Exhibit B: Washington County Taxation and Assessment Map for Proposed Annexation Territory

Exhibit C: Site and Vicinity Map of Proposed Annexation Territory

Exhibit D: Petition for, and Consent to, Annexation to the City of Tigard

Exhibit E: Staff Report to the City Council

FISCAL NOTES

If approved, the proposed annexation territory would not be transferred to the City's tax roll until July 1, 2007. Annexations must be final by March 31 of the same calendar year for the tax year beginning July 1.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 2006- _____

AN ORDINANCE ANNEXING 40.93 ACRES, APPROVING CACH CREEK AREA ANNEXATION (ZCA2006-00002), AND WITHDRAWING PROPERTY FROM THE TIGARD WATER DISTRICT, WASHINGTON COUNTY ENHANCED SHERIFF'S PATROL DISTRICT, WASHINGTON COUNTY URBAN ROADS MAINTENANCE DISTRICT, WASHINGTON COUNTY STREET LIGHTING DISTRICT #1, AND THE WASHINGTON COUNTY VECTOR CONTROL DISTRICT.

WHEREAS, the City of Tigard is authorized by ORS 222.120(4)(b), ORS 222.125, and ORS 222.170(1) and (2) to annex contiguous territory upon receiving written consent from owners of land in the territory proposed to be annexed; and

WHEREAS, the City of Tigard is authorized by ORS 222.120(5) and 222.520 to withdraw properties which currently lie within the boundary of the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District upon completion of the annexation; and

WHEREAS, the Tigard City Council held a public hearing on September 26, 2006, to consider the annexation of eleven (11) parcels (WCTM 2S105DB, Tax Lots 6100, 6200 & 400; WCTM 2S108AB, Tax Lots 1200 & 1201; WCTM 2S105DC, Tax Lots 100, 201, 300 & 400; and WCTM 2S105DD, Tax Lots 200 & 300) of land located adjacent to and west of SW Sunrise Lane, and adjacent to and north of SW Bull Mountain Road, including right-of-way on SW Sunrise Lane and withdrawal of said property from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District; and

WHEREAS, pursuant to ORS 222.520(2) the City is liable to the Water District for certain debt obligations, however, in this instance the Water District has no debt for the City to assume, therefore, no option regarding the assumption of debt needs to be made; and

WHEREAS, pursuant to Metro 3.09, ORS 222.120 and 222.524, notice was given and the City held a public hearing on the issue of the annexation into the City and withdrawal of the annexed property from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District on September 26, 2006; and

WHEREAS, pursuant to ORS 222.524, the City must declare the withdrawal of annexed properties from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District by Ordinance; and

WHEREAS, the Tigard Development Code states that upon annexation, the zone is automatically changed to the City zoning most closely conforming to the County zoning; and

WHEREAS, the current zoning district is R-6, a Washington County zoning designation and the zoning after annexation would be automatically changes to R-7, the equivalent City of Tigard zoning designation, so that no zone change is necessary, and by annexation the Comprehensive Plan of the City of Tigard goes into effect; and

WHEREAS, the annexation has been processed in accordance with the requirements of Metro 3.09 and has been reviewed for compliance with the Tigard Community Development Code and the Comprehensive Plan and the annexation substantially addresses the standards in Metro 3.09 regulating annexations; and

WHEREAS, the City Council has carefully considered the testimony at the public hearing and determined that withdrawal of the annexed properties from the applicable service districts is in the best interest of the City of Tigard.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council hereby annexes the parcels described in the attached Exhibit "A" and shown in Exhibit "B" and withdraws said parcels from the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District.

SECTION 2: The Tigard City Council adopts the "Staff Report to the City Council" as findings in support of this decision; a copy is attached hereto as Exhibit "D" and incorporated herein by this reference.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor and posting by the City Recorder.

SECTION 4: City staff is directed to take all necessary measures to implement the annexation, including certified copies of the Ordinance with Metro for administrative processing, filing with state and county agencies as required by law, and providing notice to utilities.

SECTION 5: Pursuant to ORS 222.120(5), the effective date of the withdrawal of the property from the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District shall be the effective date of this annexation.

SECTION 6: Pursuant to ORS 222.465, the effective date of the withdrawal of this property from the Tigard Water District shall be July 1, 2007.

SECTION 7: In accordance with ORS 222.180, the annexation shall be effective upon filing with the Secretary of State.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2006.

Cathy Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2006.

Craig Dirksen, Mayor

Approved as to form:

City Attorney

Date

ANNEXATION DESCRIPTION

A tract of land situated in the Section 5, Township 2 South Range 1 West Willamette Meridian described as follows:

Beginning at the Northeast Corner of Stanhurst; thence N 00° 47' 29" E a distance of 1227.67 feet; thence N 00° 47' 29" E a distance of 225.00 feet; thence S 88° 52' 17" E a distance of 341.09 feet; thence S 00° 47' 29" W a distance of 225.00 feet; thence N 88° 52' 17" W a distance of 117.09 feet; thence S 00° 11' 04" E a distance of 348.04 feet; thence S 89° 12' 37" E a distance of 420.08 feet; thence S 01° 12' 28" W a distance of 615.64 feet; thence N 88° 41' 47" E a distance of 356.41 feet to the westerly right-of-way of SW Sunrise Lane; thence along the said westerly right-of-way the following 7 courses; thence N 14° 18' 07" W a distance of 11.36 feet; thence N 16° 59' 53" E a distance of 92.68 feet; thence N 43° 18' 47" E a distance of 111.75 feet; thence N 04° 36' 28" E a distance of 155.66 feet; thence N 01° 25' 58" E a distance of 131.41 feet; thence N 18° 08' 48" W, along said westerly right-of-way, a distance of 101.59 feet; thence N 05° 04' 06" E, along said westerly right-of-way, a distance of 89.57 feet; thence S 84° 55' 54" E leaving said westerly right-of-way, a distance of 40.00 feet to the easterly right-of-way of SW Sunrise Lane; thence N 84° 18' 39" E a distance of 123.69 feet; thence S 87° 13' 42" E a distance of 312.82 feet; thence S 01° 01' 50" W a distance of 304.42 feet; thence N 89° 28' 08" W a distance of 409.21 feet to the easterly right-of-way of SW Sunrise Lane; thence, along said easterly right-of-way the following 8 courses, S 01° 25' 58" W a distance of 11.28 feet; thence S 04° 36' 28" W a distance of 171.82 feet; thence S 43° 18' 47" W a distance of 116.45 feet; thence S 16° 59' 53" W a distance of 72.12 feet; thence S 14° 18' 07" E a distance of 184.66 feet; thence S 04° 12' 11" W a distance of 330.61 feet; thence S 00° 35' 17" W a distance of 322.91 feet; thence S 00° 15' 17" W a distance of 68.92 feet to the northerly right-of-way of SW Sunrise Lane; thence S 89° 49' 00" E, along said northerly right-of-way, a distance of 237.80 feet; thence S 00° 43' 00" W, along said northerly right-of-way, a distance of 20.00 feet; thence S 89° 49' 00" E, along said northerly right-of-way, a distance of 920.60 feet; thence S 00° 56' 05" W a distance of 20.00 feet; thence N 89° 49' 00" W a distance of 4.92 feet to the northwest corner of lot 19 Bull Mountain Estates; thence S 00° 11' 00" W, along the west line of said lot 19, a distance of 15.00 feet to the extension of the southerly right-of-way of SW Sunrise Lane; thence N 89° 49' 00" W, along said southerly right-of-way, a distance of 251.37 feet to the northwest corner of lot 18 Bull Mountain Estates; thence N 00° 25' 58" E, a distance of 15.00 feet to the northwest corner of Bull Mountain Estates; thence N 89° 49' 00" W, along southerly right-of-way of SW Sunrise Lane, a distance of 941.78 feet to the westerly right of way of SW Sunrise Lane; thence N 00° 15' 17" E, along said westerly right-of-way, a distance of 109.57 feet; thence N 00° 35' 17" E, along said westerly right-of-way, a distance of 175.45 feet; thence N 89° 47' 37" W a distance of 310.04 feet; thence S 00° 31' 09" W a distance of 130.19 feet; thence N 89° 49' 00" W a distance of 284.88 feet; thence S 00° 47' 38" W a distance of 155.00 feet; thence N 89° 49' 00" W a distance of 135.00 feet; thence S 00° 04' 53" E a distance of 635.13 feet thence N 89° 36' 18" W a distance of 147.71 feet; thence S 00° 23' 50" W a distance of 195.50 feet to the northerly right-of-way of SW Bull Mountain Road; thence N 79° 16' 44" W, along said northerly right-of-way; a distance of 156.58 feet to the easterly line of Stanhurst; thence N 00° 07' 38" E, along said easterly line, a distance of 799.61 feet to the one-quarter corner between Sections 5 and 8 Township 2 South, Range 1 West; thence N 00° 47' 29" E, along said easterly line, a distance of 665.14 feet to the point of beginning.

Containing 41.87 acres.

EXCEPTING

A tract of land situated in the Section 5, Township 2 South Range 1 West Willamette Meridian described as follows:

Commencing at the Northeast Corner of Stanhurst; thence N 00° 47' 29" E a distance of 262.71 feet; thence S 89° 10' 59" E a distance of 624.11 feet; thence S 01° 05' 50" W 10.03 feet; thence N 88° 41' 59" E a distance of 217.00 feet to **The True Point of Beginning**; thence S 05° 00' 48" E a distance of 227.46 feet;

thence S 89° 49' 00" E a distance of 180.12 feet to the westerly right of way of SW Sunrise Lane; thence N 04° 12' 11" E, along the westerly right-of-way of SW Sunrise Lane, a distance of 68.12 feet; thence N 14° 18' 07" W, along the westerly right-of-way of SW Sunrise Lane, a distance of 168.15 feet; thence S 88° 41' 59" W a distance of 163.44 feet to the true point of beginning

Containing 0.94 acres

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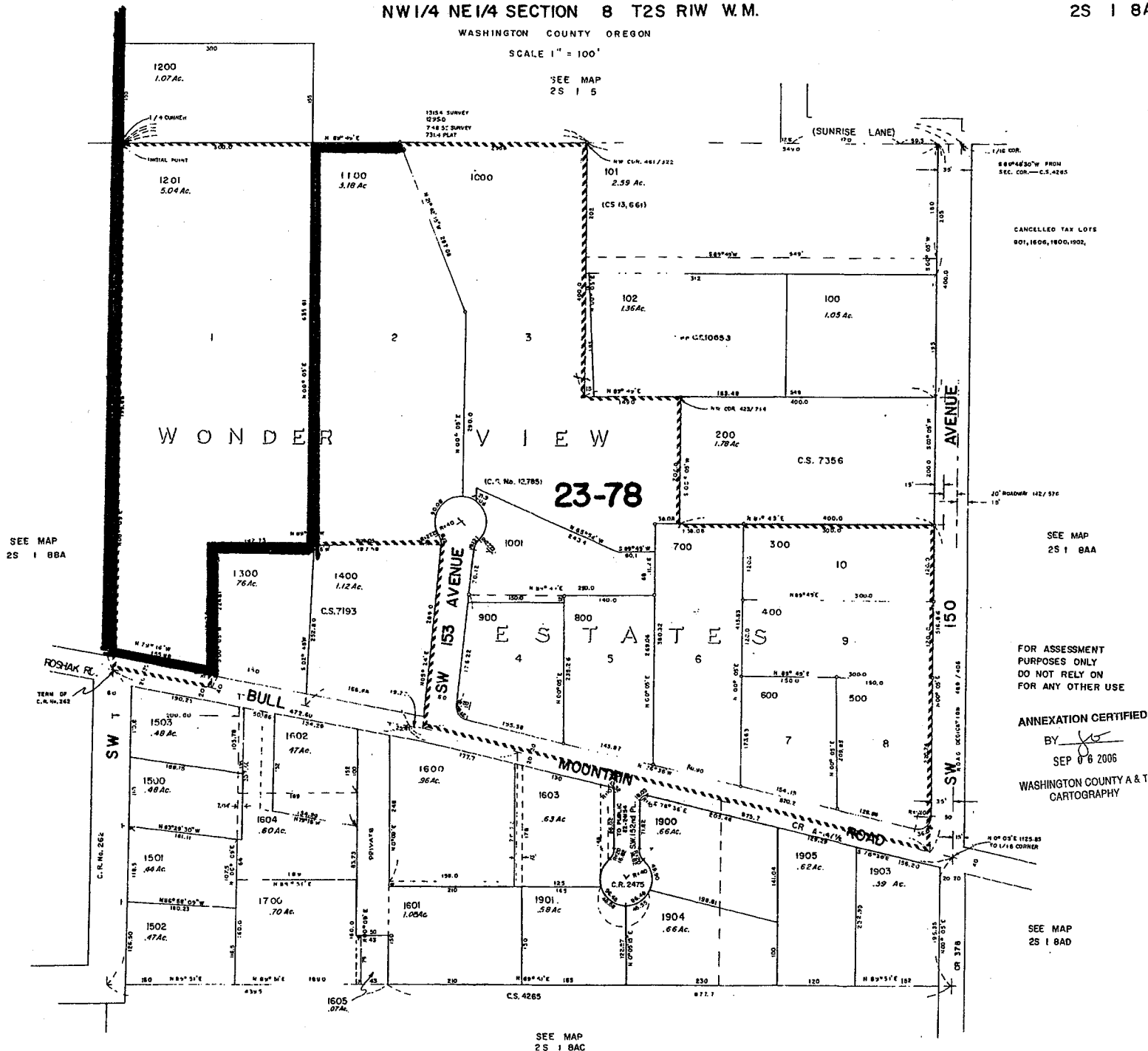
ANNEXATION CERTIFIED

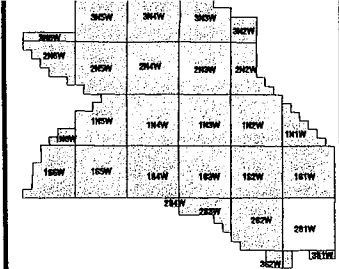
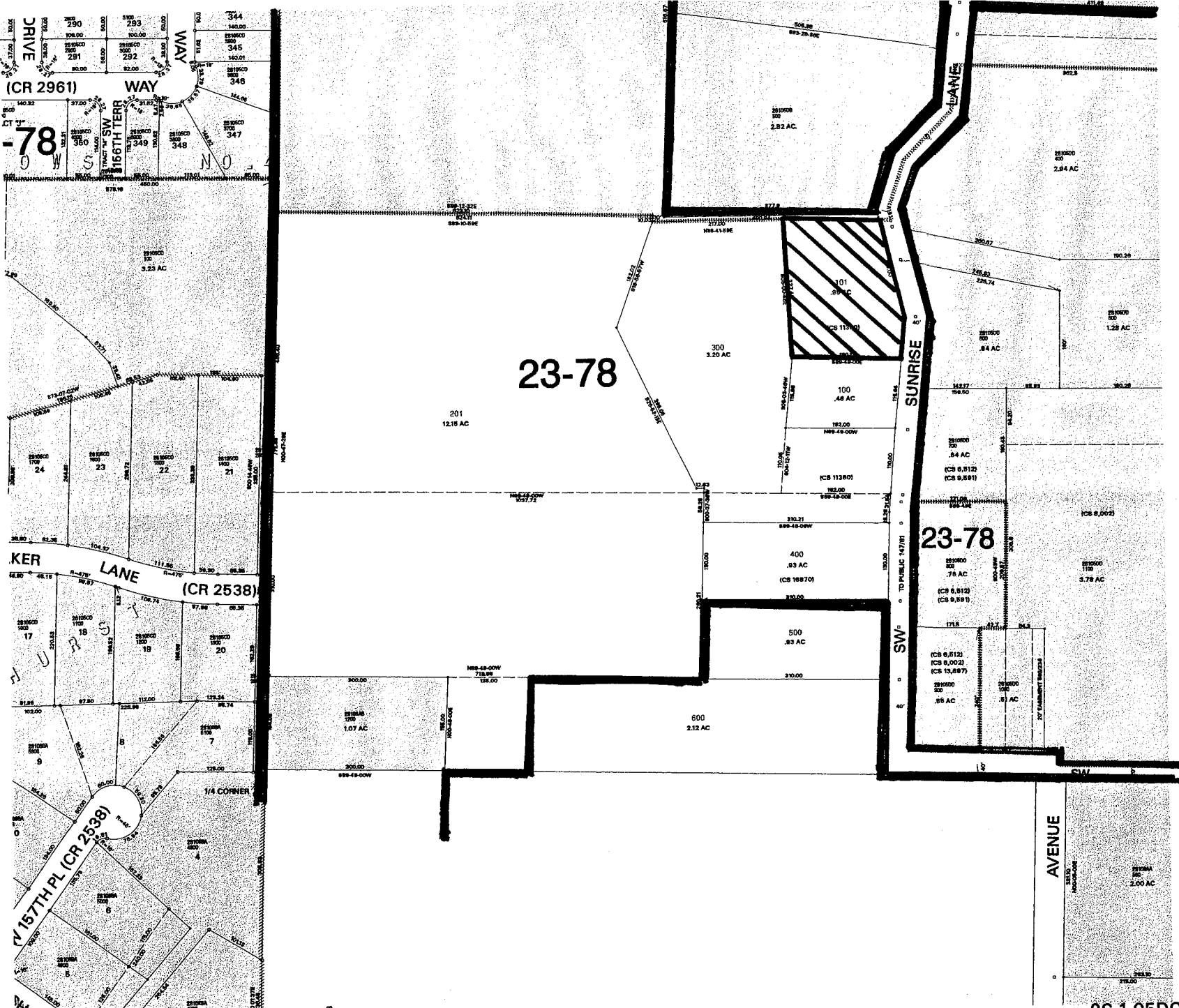
BY js
SEP 06 2006

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

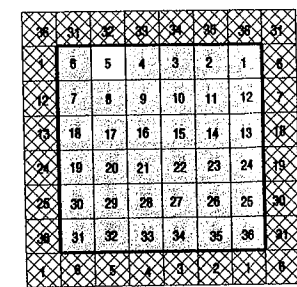
WASHINGTON COUNTY OREGON

SCALE 1" = 100'

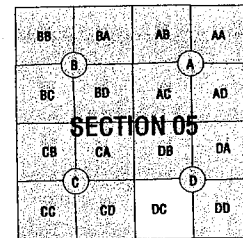
SEE MAP
2S 1 5



WASHINGTON COUNTY OREGON
SW 1/4 SE 1/4 SECTION 05 T2S R1W W.M.
SCALE 1" = 100'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Cancelled Taxlots For: 28105DC
200,

ANNEXATION CERTIFIED

BY *[Signature]*
SEP 06 2006

WASHINGTON COUNTY A & T
CARTOGRAPHY



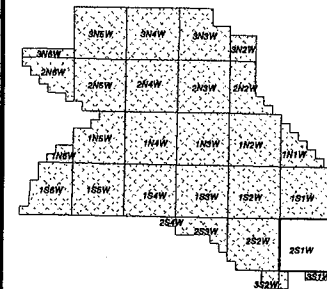
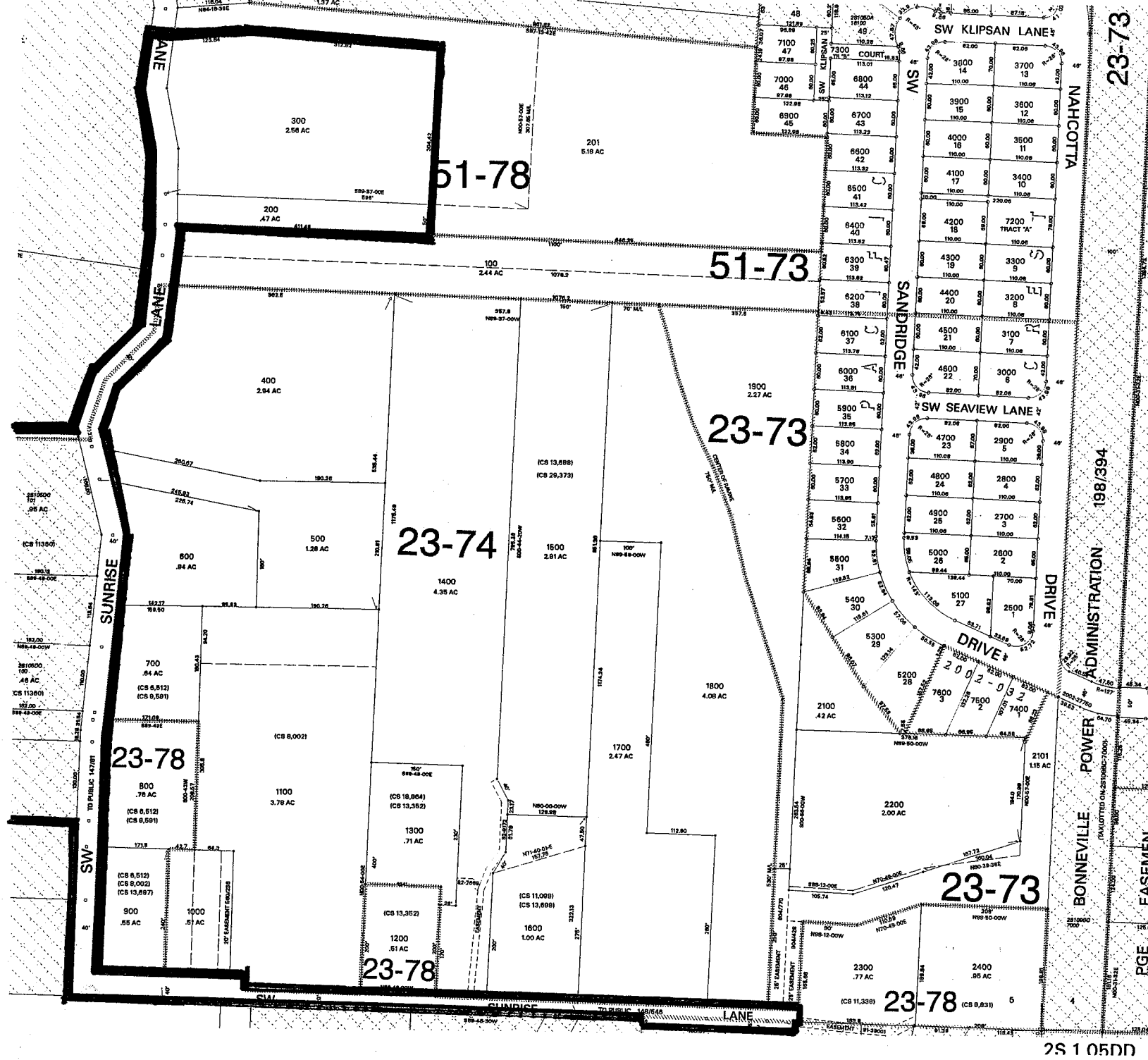
PLOT DATE: September 05, 2006
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

28 1 05DC

2S 1 05DD

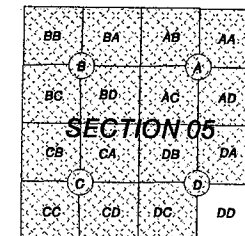
2S 1 05DD



WASHINGTON COUNTY OREGON
SE 1/4 SE 1/4 SECTION 05 T2S R1W W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
18	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
26	30	28	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

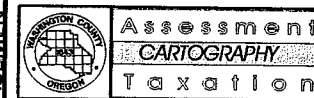


Cancelled Taxlots For: 2S105DD
101,2001,2002,2003,

ANNEXATION CERTIFIED

BY
SEP 06 2006

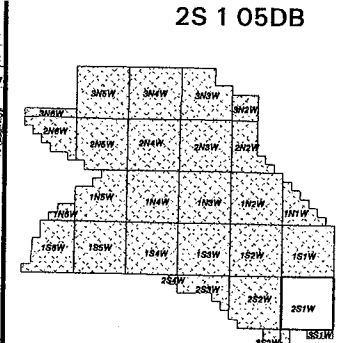
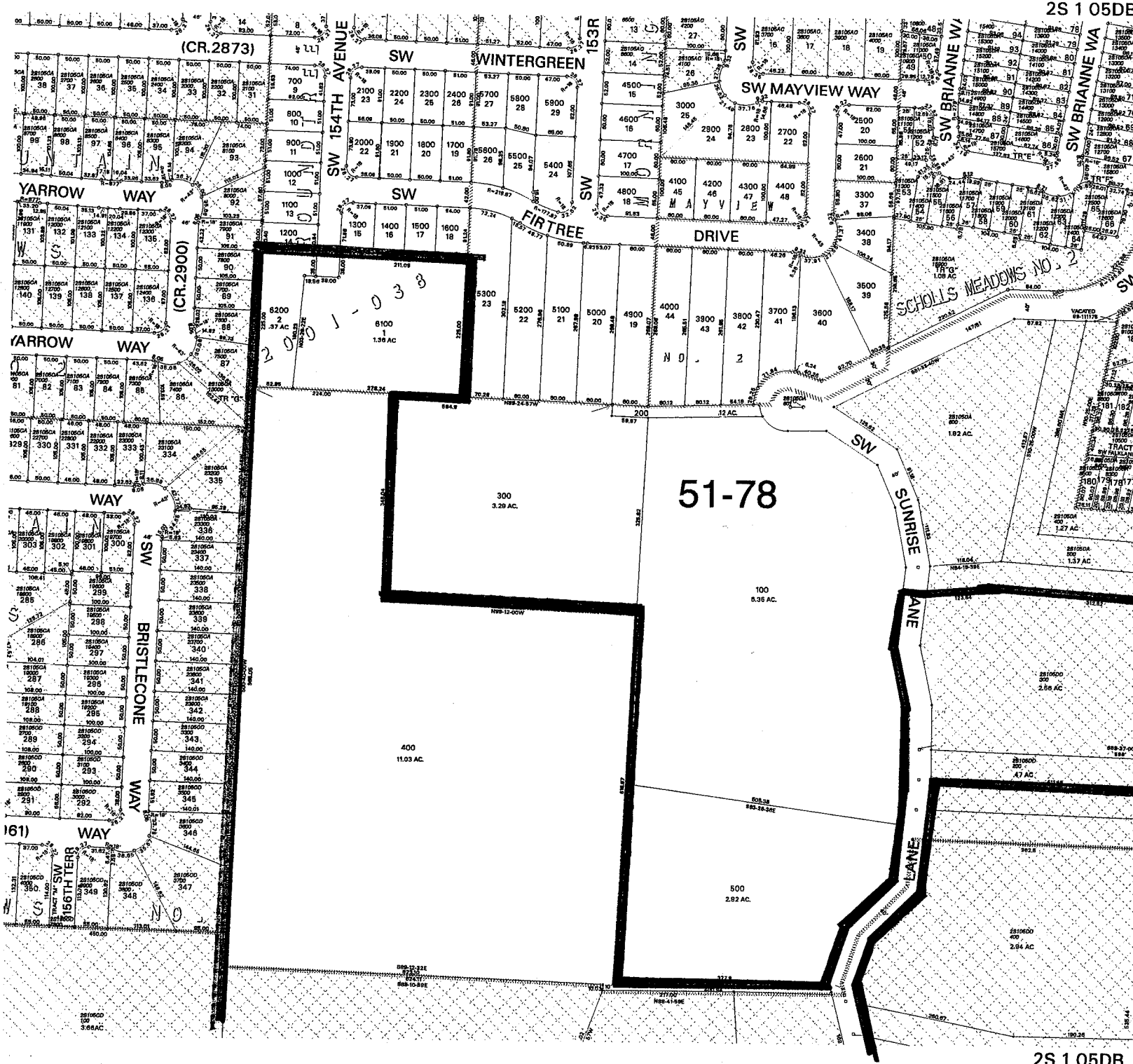
WASHINGTON COUNTY A & T
CARTOGRAPHY



PLOT DATE: February 23, 2006
FOR ASSESSMENT PURPOSES
ONLY DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

TIGARD
2S 1 05DD



WASHINGTON COUNTY OREGON
NW1/4 SE1/4 SECTION 05 T2S R1W W.M.
SCALE 1" = 100'

36	37	32	33	34	35	36	37
1	8	5	4	3	2	1	6
12	7	6	9	10	11	12	7
13	7B	17	18	16	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	37	32	33	34	35	36	37
1	8	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

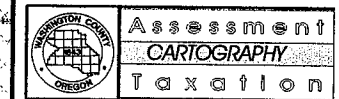
BB	BA	AB	AA
BC	BD	AC	AD
CB	CA	DB	DA
CC	CD	DC	DD

Cancelled Taxlots For: 2S105DB
3100,3200,6000,600,

ANNEXATION CERTIFIED

BY SEP 08 2006

WASHINGTON COUNTY A & T
CARTOGRAPHY

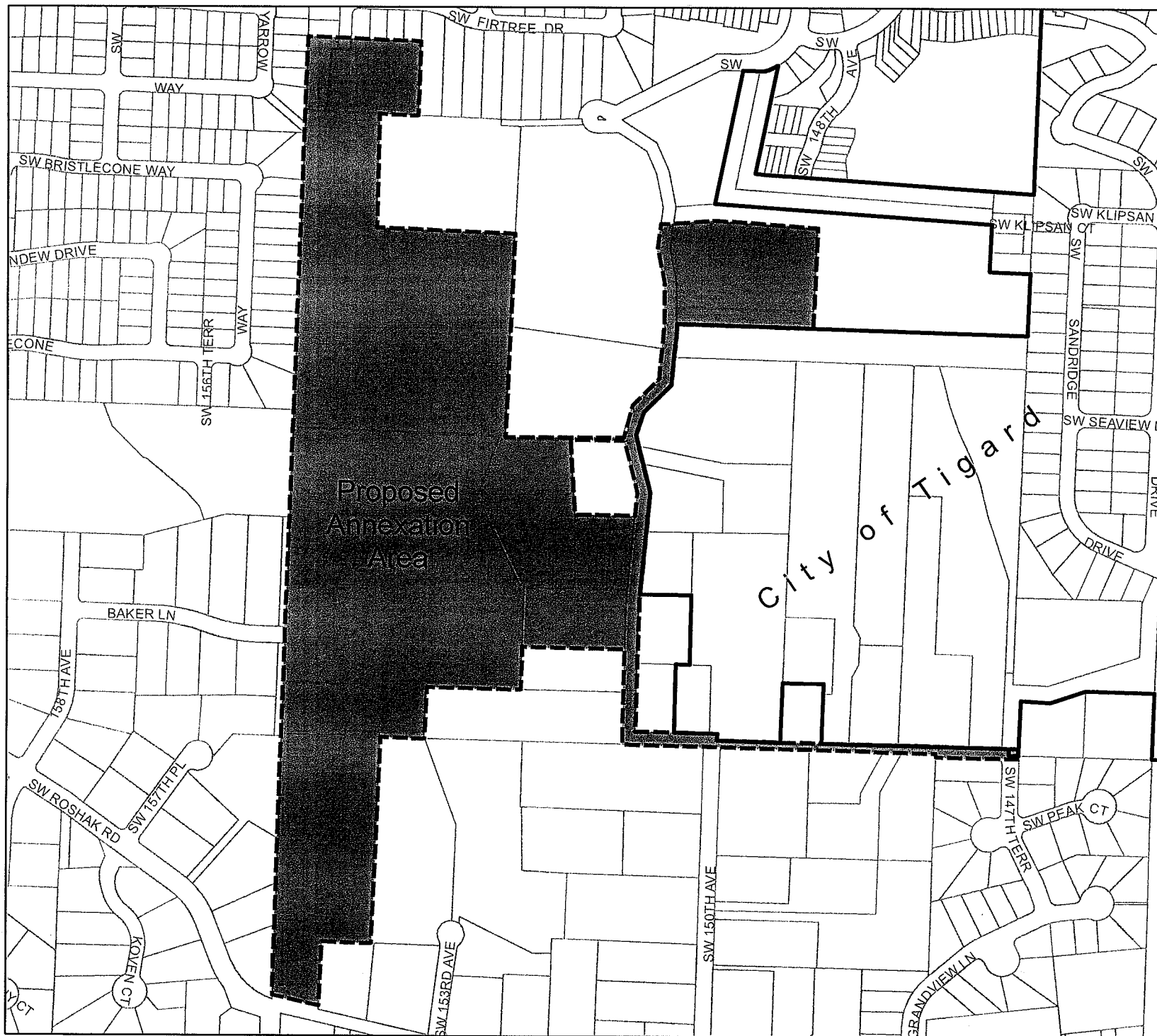


PLOT DATE: May 23, 2002
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE




Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

2S 1 05DB

2S 1 05DB



Cach Creek Area Annexation City of Tigard Oregon

-  Proposed Annexation Area
-  City of Tigard
-  Taxlot Boundary

** The information represented on this map is current as of August 15, 2006. Revisions will be made as new decisions or amendments occur to alter the content of the map.



Source: City of Tigard
Edna Park Planning Center
Mapmaking Center
City of Tigard
Aug 2006
This map is not a legal document. The City cannot be held responsible for any errors. The user assumes all responsibility for the use of this map. The City of Tigard reserves the right to amend or modify this map at any time without notice.
(503) 890-0100 Tigard, OR 97146
http://www.tigard.gov

On behalf of the Tigard Intergovernmental Water Board and to the extent of the Board members' property interest in the properties described below, as Board Chairman I hereby petition for, and give consent to, Annexation of said property to the City of Tigard. We understand that the City will review this request in accordance with ORS Chapter 222 and applicable regional and local policies prior to approving or denying the request for Annexation.

LEGEND:

PO - Property Owner

RV - Registered Voter

OV - Property Owner & Registered Voter

PAGE 5 OF 7

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TO THE COUNCIL OF THE CITY OF TIGARD, OREGON:

We, the undersigned owner(s) of the property described below and/or elector(s) residing at the referenced location(s), hereby petition for, and give consent to, Annexation of said property to the City of Tigard. We understand that the City will review this request in accordance with ORS Chapter 222 and applicable regional and local policies prior to approving or denying the request for Annexation.

LEGEND:

PO - Property Owner

RV - Registered Voter

OV - Properly Owner & Registered Voter

PAGE 1 OF 1

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TIGARD BUILDING DEPT

PAGE 82/82

Agenda Item: _____

Hearing Date: September 26, 2006 Time: 7:30 PM

**STAFF REPORT TO THE
CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**



120 DAYS = N/A

SECTION I. APPLICATION SUMMARY

FILE NAME: CACH CREEK AREA ANNEXATION
CASE NOS: Zone Change Annexation (ZCA) ZCA2006-00002

**APPLICANT/
COORDINATOR
(Multiple
applicants):**

City of Tigard
 Contact: Beth St. Amand
 13125 SW Hall Blvd.
 Tigard, OR 97223

OWNER:

City of Tigard
 Contact: Dennis Koellermeier
 13125 SW Hall Blvd.
 Tigard, OR 97223

OWNER:

Tigard Water District
 PO Box 23000
 Tigard, OR 97223

OWNER:

Jon Dyer
 PO Box 848
 Lake Oswego, OR 97304

OWNER:

Sun Ridge Builders, Inc./
 Brentwood Homes
 Contact: John Noffz
 15170 SW Finis Lane
 Tigard, OR 97224

PROPOSAL:

The applicant is requesting annexation of ~~twelve (12)~~ eleven (11) parcels and the Sunrise Lane right-of-way containing 41.44 a total of 40.93 acres into the City of Tigard.

LOCATION:

Abutting and west of Sunrise Lane, and abutting and north of SW Bull Mountain Road, including right-of-way on SW Sunrise Lane; Washington County Tax Assessor's Map No. (WCTM) 2S105DB, Tax Lots 6100, 6200 & 400; WCTM 2S108AB, Tax Lots 1200 & 1201; WCTM 2S105DC, Tax Lots 100, 201, 300 & 400; and WCTM 2S105DD, Tax Lots 200 & 300.

**CURRENT
ZONING****DESIGNATION:**

R-6 District (Residential 6 Units Per Acre). The purpose of the Washington County R-6 District is to implement the policies of the Comprehensive Plan for areas designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre, except as specified by Section 300-2 or Section 303-6. The intent of the R-6 District is to provide the opportunity for more flexibility in development than is allowed in the R-5 District.

EQUIVALENT CITY ZONING

DESIGNATION: R-7: Medium-Density Residential District. The City of Tigard R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

APPLICABLE REVIEW

CRITERIA: ORS Chapter 222, Metro Code Chapter 3.09, Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the Council find that the proposed annexation (ZCA2006-00002) meets all the approval criteria as identified in ORS Chapter 222, Metro Code Chapter 3.09, Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390. Therefore, staff recommends APPROVAL of ZCA2006-00002 by adoption of the attached ordinance.

SECTION III. BACKGROUND INFORMATION

Site Information:

The subject site is located along the western boundary of the City of Tigard; the majority of Sunrise Lane is contiguous to the City limits. The site is part of unincorporated Bull Mountain and the City of Tigard's Urban Service Area.

The subject site is predominantly in public ownership and is either currently used for public purposes or will be in the future. The City intends to use the publicly owned land for the purposes of a reservoir and parkland. The Menlor Reservoir provides public water storage facilities for the Tigard Water District. The subject site also includes land banked for the Cache Creek Natural Area and future public water facilities: *The City of Tigard Water Distribution System Hydraulic Study* (May 2000) shows a future 550'-elevation-zone Reservoir #1 located on City-owned land adjacent to Sunrise Lane.

The subject site also includes residential land (vacant and in current use). There are four primary structures located on the subject site: the Menlor Reservoir and three homes. The City approved a lot line adjustment (MIS2006-00012) for 2S105DC, Tax Lot 100 on July 7, 2006. The two southernmost residential parcels (2S108AB, Tax Lots 1200 and 1201) are currently under development review; the owner has submitted separately a land-use application for a 17-lot subdivision with a total of 30 dwelling units (SUB2006-00003). The application was submitted to the City on January 31, 2006 when the City still provided development services to the Urban Service Area as agreed in the *Washington County – Tigard Urban Services Intergovernmental Agreement (terminated July 20, 2006)*. This application is a separate land-use decision with its own set of review criteria and will not be addressed in this report.

The majority of the subject site contains steep slopes, defined as 25% slope or greater. The City of Tigard Community Development Code requires Sensitive Lands permits for development on parcels with steep

slopes. There are two wetlands designated as Title 3 wetlands in the subject area. Goal 5 and Bull Mountain Community Plan natural resources exist on a majority or portions of the subject tax lots, protection for which will be considered if or when any of the proposed territory develops.

SECTION IV. APPLICABLE REVIEW CRITERIA, FINDINGS AND CONCLUSIONS

State: ORS Chapter 222

Regional: Metro Code Chapter 3.09

City: Comprehensive Plan Policies 2 and 10, Community Development Code Chapters 18.320 and 18.390.

A. CITY OF TIGARD COMMUNITY DEVELOPMENT CODE (TITLE 18)

Staff has determined that the proposal is consistent with the relevant portions of the Community Development Code based on the following findings:

1. Chapter 18.320.020: Approval Process and Standards.

B. Approval Criteria. The decision to approve, approve with modification, or deny an application to annex property to the City shall be based on the following criteria:

- 1. All services and facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and**

The City of Tigard Comprehensive Plan's Urbanization Chapter (Policy 10.1.1) defines services as water, sewer, drainage, streets, police, and fire protection. Each service is addressed below.

Policy 10.1.1 further defines capacity as "adequate capacity, or such services to be made available," to serve the parcel "if developed to the most intense use allowed," and "will not significantly reduce the level of services available to developed and undeveloped land in the City of Tigard." The proposed annexation territory is currently zoned R-6, a Washington County residential zone designated for residential development at no more than six (6) units per acre and no less than five (5) units per acre. With annexation, the subject site's zoning would change to R-7 per Table 320.1 (Title 18). This equivalent city zoning provides for medium-density, single-family residential with a minimum residential lot size of 5,000 square feet.

As noted earlier, the subject site's current and planned uses are mostly public: water provision and a natural area. The property deeds for certain parcels limit the City to these two uses. If the remaining 9.14 residential acres were developed to their designated capacity of 7 units per gross acre, without allowance for the sensitive lands present, the sites could accommodate approximately 63 units total. This gross calculation breaks down as follows: two northeast parcels (Dyer), 21 units; two southwest parcels (Brentwood), 42 units.

These figures were used for City department evaluations of Policy 10.1.1 of the available services. When these sites develop, the applicant will be required to connect to public service facilities. The land-use review process will identify specific service provisions and require additional facilities or upgrades as appropriate, as well as consider the sensitive lands present.

Water – City of Tigard Public Works. The City of Tigard's water system has the capacity to provide the minimum State of Oregon water service requirements for the proposed annexation,

according to Public Works Dept. Project Engineer Rob Murchison. Murchison's review concluded that the parcels developed to the most intense use allowed will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard. Attachment A includes Murchison's Aug. 16, 2006, memo and a map of water serviceability to the annexation area that identifies area water lines. Murchison's memo also notes that the proposed development (Brentwood) may require upsizing and a 8" connection to the existing system; again, that application is a separate land-use decision with its own set of review criteria and will not be addressed in this report. The land-use review process will identify specific service provisions and require additional facilities or upgrades as appropriate based on the specific development proposal. Tigard City Engineer Gus Duenas further confirms that the City has adequate capacity ("Memorandum," Attachment B) and states that "the City has the ability and capacity to determine what specific improvements may be needed and the ability and capacity to provide service through its existing system and any additional infrastructure that will be required when development occurs."

Sewer – Clean Water Services/City of Tigard. Tigard City Engineer Gus Duenas ("Memorandum," Attachment B) reviewed the proposal and provided the following comments: "Sanitary sewer service is provided at the retail level by the City and at the wholesale level by Clean Water Services (CWS). As to the capacity of the City's system, the City is capable of providing retail level sewer service without significant reduction in the level of services provided to developed and undeveloped properties in the City. As with the water system, some local lines will be required to be provided by the developer at the time of the development. The City is prepared to accept, operate and maintain public sewers constructed within the annexed area. Sewer service can be extended from CWS facilities in Menlor Lane and 154th Avenue located north of the site. The City is capable of determining what additional facilities will be required and of administering all portions of the retail sanitary sewer system, both existing and future additions in the area to be annexed, without significant reduction in the level of services provided to properties in the City."

Drainage – Clean Water Services/City of Tigard. Tigard City Engineer Gus Duenas ("Memorandum," Attachment B) reviewed the proposal and provided the following comments:

"Storm drainage service, like sanitary sewer service, is provided jointly by the City and CWS. Site specific drainage facilities will be required at the time of development and will be developed and constructed in accordance with City standards. The retail system as the capacity to provide adequate storm drainage without significant reduction in the level of services provided to developed and undeveloped properties in the City."

Streets – City of Tigard Capital Construction & Transportation Division. The City's Transportation System Plan (TSP) standards apply. The proposed annexation territory is located adjacent to Sunrise Lane, which is designated a neighborhood route in the City's Transportation System Plan (TSP). In addition, the southernmost portion of the proposed annexation territory (WCTM 2S108AB01201) fronts directly on SW Bull Mountain Road, which the City's TSP designates as a collector. Additional roads to serve the proposed annexation territory include 150th Avenue, Roshak Road, 154th Avenue, and other surrounding streets. Tigard City Engineer Gus Duenas ("Memorandum," Attachment B) reviewed the annexation proposal and concluded that some improvements to these streets may be required as part of the development of the annexed area, including extension of existing streets into the area. However, Duenas determined that the

City can provide services to this site, and “doing so will not significantly reduce the level of services to developed and undeveloped land within the City of Tigard.”

Police – City of Tigard Police Department. The City of Tigard’s Police Department has reviewed the annexation proposal and stated that the proposed annexation would not impede current levels of service to existing developed and undeveloped areas in the City of Tigard. If the area is annexed, Tigard Police can provide adequate services to the proposed area. (Attachment C).

Fire – Tualatin Valley Fire and Rescue (TVF&R). Tualatin Valley Fire and Rescue (TVF&R) already serves the proposed annexation territory. Additionally, TVF&R reviews all subdivision development proposals and annexation proposals for the City of Tigard and would provide additional comments at that time.

Based upon this review, staff finds that all public services (as defined by the Comprehensive Plan) are available to the proposed annexation territory and all public services have sufficient capacity to provide service to the proposed annexation territory.

2. The applicable Comprehensive Plan policies and implementing ordinance provisions have been satisfied.

Three Comprehensive Plan policies apply to proposed annexation: 2.1.1, 10.1.1., and 10.1.2. Staff has determined that the proposal has satisfied the applicable Comprehensive Plan policies based on the following findings:

Policy 2.1.1: Citizen Involvement. The City shall maintain an ongoing citizen involvement program and shall assure that citizens will be provided an opportunity to be involved in all phases of the planning process.

The City maintains an ongoing citizen involvement program. To assure citizens will be provided an opportunity to be involved in all phases of the planning process, the City provides notice for Type IV land-use applications. The City posted, mailed and published notice of the public hearing as follows. The City posted the hearing notice at four public places on August 11, 2006: Tigard Library, Tigard City Hall, Tigard Permit Center, and in the general vicinity of the proposed territory on SW Sunrise Lane and on SW Bull Mountain Road near SW Roshak Road. The City published notice of the hearing in *The Tigard Tualatin Sherwood Times* for two successive weeks (September 7, 2006 and September 14, 2006) prior to the September 26, 2006, public hearing. The City also mailed notice to all interested parties and surrounding property owners within 500 feet on August 7, 2006. In addition, the City maintains a list of interested parties organized by geography. Notice was mailed to interested parties in the West area on August 7, 2006, which includes former Citizen Involvement Team contacts and CPO 4B, the citizen participation organization for the area. Staff finds that this policy is met.

Policy 10.1.1: Urbanization. Prior to the annexation of land to the City of Tigard,
a) the City shall review each of the following services as to adequate capacity, or such services to be made available, to serve the parcel if developed to the most intense use allowed, and will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard: 1. Water; 2. Sewer; 3. Drainage; 4. Streets; 5. Police; and 6. Fire Protection.

As addressed under 18.320.020 above, adequate service is available to the proposed annexation

territory. Upon annexation, the proposed territory will be zoned R-7, a medium-density single-family residential zone with a minimum residential lot size of 5,000 square feet. The privately owned properties have an estimated maximum density of 63 units (not taking into account sensitive lands).¹ If they develop, the developer(s) will be required to connect the properties to public service facilities, such as sewer, storm drainage and water, and provide the necessary street improvements. Based on comments from City of Tigard staff, there is adequate capacity to serve the annexation area (water, sewer, drainage, streets, police, fire protection) if developed to the most intense use allowed, and it will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard.

The City of Tigard department of Public Works has reviewed the annexation proposal and states that the City's water system can provide the minimum State of Oregon water service requirements for the proposed territory based on the maximum density permitted. Public Works states that water is available in quantity and quality and has not indicated that there would be a reduction in its capacity to provide water to the proposed annexation territory or reduce the level of service to the entire City. The Police Department reviewed the proposal and has no objections. The Engineering Department reviewed the proposal and has no objections. The Engineering Department confirmed that sewer service, storm drainage and street access are available to the site. Tualatin Valley Fire and Rescue (TVF&R), the current provider to the proposed territory, did not raise any objections. Staff concludes that there is adequate capacity to serve the proposed territory (water, sewer, drainage, streets, police, fire protection) if developed to the most intense use allowed, and will not significantly reduce the level of services available to developed and undeveloped land within the City of Tigard.

b) If required by an adopted capital improvements program ordinance, the applicant shall sign and record with Washington County a nonremonstrance agreement regarding the following: 1. The formation of a local improvement district (L.I.D.) for any of the following services that could be provided through such a district. The extension or improvement of the following: a) Water, b) Sewer, c) Drainage, and d) Streets. 2. The formation of a special district for any of the above services or the inclusion of the property into a special service district for any of the above services.

This criterion does not apply: No capital improvements program requires a nonremonstrance agreement for this area. Some urban services are already available for the proposed annexation territory; others are available nearby and would require connections from the proposed annexation area. However, these public facility requirements will be assigned as part of any subdivision review when an application is submitted.

c) The City shall provide urban services to areas within the Tigard Urban Planning Area or within the Urban Growth Boundary upon annexation.

The Tigard Urban Planning Area (as defined in the *Washington County – Tigard Urban Planning Area Agreement (UPAA (July 2006))*; see Attachment D of application submittal) includes the proposed annexation territory. The City is the designated urban services provider for the services defined in the *Tigard Urban Service Agreement (TUSA) (2002)* and subsequent operating agreements: police; parks, recreation and open space; roads and streets; sanitary sewer and storm water (through an operating agreement with Clean Water Services); and water service. Upon annexation, those services will be provided according to the City's current policies. Staff finds that this policy is met.

¹ Maximum density was calculated using formula provided in Code Chapter 18.715.

Policy 10.1.2: Urbanization. Approval of proposed annexations of land by the City shall be based on findings with respect to the following: a) The annexation eliminates an existing “pocket” or “island” of unincorporated territory; or, b) The annexation will not create an irregular boundary that makes it difficult for the police in an emergency situation to determine whether the parcel is within or outside the City; c) The Police Department has commented upon the annexation; d) the land is located within the Tigard Area of Interest and is contiguous to the City boundary; e) The annexation can be accommodated by the services listed in 10.1.1(a).

- a) The proposed annexation does not eliminate an existing pocket or island of unincorporated territory. It does remove portions of an existing pocket (“Dyer” property) and would incorporate City-owned land and publicly owned land that provides Tigard residents with public services.
- b) As stated earlier, only 9.14 acres of the proposed annexation area are in private ownership and zoned for residential development. The remaining acreage consists of land in public ownership for public services, including land for the public water system and a natural area, which require limited services. The City of Tigard Police Department has reviewed the proposed annexation and has no objections. The department stated (Attachment C) that “the proposed boundary for the annexation does not appear to present any obstacles for emergency response by the Police Department.” It should also be noted here that the owners of three adjacent properties on Sunrise Lane have expressed the desire to join this proposed annexation (15180, 14625, and 15110 SW Sunrise Lane); the annexation of those additional properties would eliminate additional pockets and create a more regular boundary. However, the current proposal does not include those properties.
- c) As shown in B. above, the City of Tigard Police Department has commented on the annexation.
- d) The *UPAA (July 2006)* includes the proposed annexation territory within Tigard’s Area of Interest. The proposed annexation territory is contiguous to the City along the site’s east boundary and Sunrise Lane.
- e) Lastly, as section 10.1.1.(a) demonstrated, the annexation can be accommodated by the following services: water, sewer, drainage; streets; police; and fire protection.

Therefore, staff finds that the proposed annexation meets Policy 10.1.2.

Policy 10.1.3: Urbanization. Upon annexation of land into the City which carries a Washington County zoning designation, the City of Tigard shall assign the City of Tigard zoning district designation which most closely conforms to the county zoning designation.

Chapter 18.320.020 C of the Community Development Code provides specifics on this conversion.

The proposed annexation territory’s Washington County designation is R-6. Table 320.1 summarizes the conversion of the County’s plan and zoning designations; R-6 County zoning converts to the City’s R-7 zoning. As this is a Zone Change Annexation (ZCA) application, upon approval and execution of the proposed annexation, the territory will assume R-7 zoning to conform with the table below. Additionally, the City’s Comprehensive Plan designation for medium-density residential will be applied to this area.

**TABLE 320.1
CONVERSION TABLE FOR COUNTY AND CITY PLAN AND ZONING DESIGNATIONS**

Washington County Land Use Districts/Plan Designation	City of Tigard Zoning	City of Tigard Plan Designation
R-5 Res. 5 units/acre	R-4.5 SFR 7,500 sq. ft.	Low density 1-5 units/acre
R-6 Res. 6 units/acre	R-7 SFR 5,000 sq. ft.	Med. density 6-12 units/acre
R-9 Res. 9 units/acre	R-12 Multi-family 12 units/acre	Med. density 6-12 units/acre
R-12 Res. 12 units/acre	R-12 Multi-family 12 units/acre	Med. density 6-12 units/acre
R-15 Res. 15 units/acre	R-25 Multi-family 25 units/acre	Medium-High density 13-25 units/acre
R-24 Res. 24 units/acre	R-25 Multi-family 25 units/acre	Medium-High density 13-25 units/acre
Office Commercial	C-P Commercial Professional	CP Commercial Professional
NC Neighborhood Commercial	CN Neighborhood Commercial	CN Neighborhood Commercial
CBD Commercial Business District	CBD Commercial Business District	CBD Commercial Business District
GC General Commercial	CG General Commercial	CG General Commercial
IND Industrial	I-L Light Industrial	Light Industrial■

Chapter 18.320.020

C. Assignment of comprehensive plan and zoning designations.

The comprehensive plan designation and the zoning designation placed on the property shall be the City's zoning district which most closely implements the City's or County's comprehensive plan map designation. The assignment of these designations shall occur automatically and concurrently with the annexation. In the case of land which carries County designations, the City shall convert the County's comprehensive plan map and zoning designations to the City designations which are the most similar. A zone change is required if the applicant requests a comprehensive plan map and/or zoning map designation other than the existing designations. (See Chapter 18.380). A request for a zone change can be processed concurrently with an annexation application or after the annexation has been approved.

As the previous section demonstrated, the City of Tigard R-7 zoning district is the most similar to Washington County's R-6 zoning district. The proposed territory is currently R-6 and will automatically become R-7 upon annexation. This zone conversion will occur concurrently with the annexation process. There have been no requests for zoning other than R-7.

City of Tigard Community Development Code

2. Chapter 18.390.060: Type IV Procedure

Annexations are processed by means of a Type IV procedure, as governed by Chapter 18.390 of the Community Development Code (Title 18) using standards of approval contained in 18.390.020(B), which were addressed in the previous section. Chapter 18.390 requires City Council to hold a hearing on an annexation. It also requires the City to provide notice at least 10 days prior to the hearing by mail and to publish newspaper notice; the City mailed notice on August 7, 2006, and published public notice in *The Tigard Tualatin Sherwood Times* for two successive weeks (September 7, 2006, and September 14, 2006,) prior to the September 26, 2006, public hearing.

Additionally, Chapter 18.390.060 sets forth five decision-making considerations for a Type IV decision:
1. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;

The City's Comprehensive Plan has been acknowledged by the Land Conservation and Development Commission to be in compliance with state planning goals. As reviewed above, the annexation proposal meets the existing Comprehensive Plan policies and therefore is in compliance with state planning goals.

2. Any federal or state statutes or regulations found applicable;

ORS 222:

State law (ORS 222.120(4)(b), ORS 222.125, ORS 222.170(1) and (2)) allows for a city to annex contiguous territory when owners of land in the proposed territory to be annexed submit a petition to the legislative body of the city. ORS 222.120 requires the city to hold a public hearing before its legislative body (City Council) and provide public notice to be published once each week for two successive weeks prior to the day of the hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for a like period.

The property owners (or their representatives) of all 11 parcels have submitted signed petitions for annexation to the City. The proposed annexation territory is contiguous to the City along the site's east boundary and Sunrise Lane.

The City published public notice in *The Tigard Tualatin Sherwood Times* for two successive weeks (September 7, 2006, and September 14, 2006,) prior to the September 26, 2006, public hearing and posted the hearing notice at four public places on August 11, 2006: Tigard Library, Tigard City Hall, Tigard Permit Center, and in the general vicinity of the proposed territory. Staff finds that the provisions of ORS 222 have been met.

3. Any applicable METRO regulations;

Chapter 3.09 of the Metro Code (Local Government Boundary Changes) includes standards to be addressed in annexation decisions, in addition to local and state review standards. Note that the report is available 15 days before the hearing (September 11, 2006, for an September 26, 2006, hearing). Staff has determined that the applicable METRO regulations (Metro Code 3.09.040(b) &(d)) have been met based on the following findings:

Metro 3.09.040 (b)

(b) Not later than 15 days prior to the date set for a change decision, the approving entity shall make available to the public a report that addresses the criteria in subsections (d) and (g) below, and that includes at a minimum the following:

(1) The extent to which urban services presently are available to serve the affected territory including any extra territorial extensions of service;

As addressed previously in this report, urban services are available to the affected territory.

(2) A description of how the proposed boundary change complies with any urban service provider agreements adopted pursuant to ORS 195.065 between the affected entity and all necessary parties;

As addressed previously in this report, the annexation proposal complies with all applicable provisions of urban service provider agreements, *UPAA (2006); and TUSA (2002)*.

(3) A description of how the proposed boundary change is consistent with the comprehensive land use plans, public facility plans, regional framework and functional plans, regional urban growth goals and objectives, urban planning agreements and similar agreements of the affected entity and of all necessary parties;

As addressed previously in this report, the annexation proposal complies with all applicable policies of the City of Tigard Comprehensive Plan and urban service provider agreements (*UPAA (2006)* and *TUSA (2002)*). The proposed annexation territory is within the Urban Growth Boundary and subject to the Regional Framework Plan and Urban Growth Management Functional Plan provisions. There are no specific applicable standards or criteria for boundary changes in the Regional Framework Plan or the Urban Growth Management Functional Plan. However, the City's Comprehensive Plan and Development Code have been amended to comply with Metro functional plan requirements. By complying with the Development Code and Comprehensive Plan, the annexation is consistent with the Functional Plan and the Regional Framework Plan.

(4) Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

The proposed territory will remain within Washington County but will be required to be withdrawn from the boundary of the Tigard Water District, the Washington County Enhanced Sheriff's Patrol District, Washington County Urban Roads Maintenance District, Washington County Street Lighting District #1, and the Washington County Vector Control District upon completion of the annexation.

(5) The proposed effective date of the decision.

The public hearing will take place September 26, 2006. If the Council adopts findings to approve ZCA2006-00002, the effective date of the annexation will be October 26, 2006.

Metro Code 3.09.040 (d)

(d) An approving entity's final decision on a boundary change shall include findings and conclusions addressing the following criteria:

1. Consistency with directly applicable provisions in an urban service provider agreement or annexation plan adopted pursuant to ORS 195.065;

As addressed previously in this application, the annexation proposal complies with all applicable provisions of urban service provider agreements (*UPAA (2006)* and the *TUSA (2002)*). The *TUSA* includes the proposed annexation territory. The agreement states that the County and City will be supportive of annexations to the City, and the City shall endeavor to annex the Bull Mountain area in the near to mid-term (by 2005-2007, as projected in the *TUSA*). The proposed annexation is in the Bull Mountain Area and is contiguous to city limits. Therefore, the proposed annexation is consistent with these agreements.

2. Consistency with directly applicable provisions of urban planning or other agreements, other than agreements adopted pursuant to ORS 195.065, between the affected entity and a necessary party;

The *UPAA (2006)* includes the proposed annexation territory. The City has followed all processing and notice requirements in the *UPAA*, providing Washington County with 45-day notice prior to the public hearing. The agreement states that "so that all properties within the Tigard Urban Service Area will be served by the City, the County and City will be supportive of annexations to

the City.” The City also provided notice to the affected CPO (CPO 4B) per the agreement. The annexation proposal is consistent with this agreement.

3. Consistency with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facility plans;

As previously stated in this report, this proposal meets all applicable City of Tigard Comprehensive Plan provisions. This criterion is satisfied.

4. Consistency with specific directly applicable standards or criteria for boundary changes contained in the Regional Framework Plan or any functional plan;

This criterion was addressed under Metro Code 3.09.040(b). By complying with the City of Tigard Community Development Code and Comprehensive Plan, the annexation is consistent with the Functional Plan and the Regional Framework Plan.

5. Whether the proposed change will promote or not interfere with the timely, orderly and economic provisions of public facilities and services;

The proposed annexation will not interfere with the provision of public facilities or services because it is consistent with the terms of the *TUSA (2002)*, which ensures the timely, orderly, and efficient extension of public facilities and urban services; it is contiguous to existing city limits and services; and lastly, urban services are available to the proposed annexation territory and have not been found to significantly reduce existing service levels.

6. The territory lies within the Urban Growth Boundary; and

The proposed territory is within Metro’s Urban Growth Boundary.

7. Consistency with other applicable criteria for the boundary change in question under state and local law.

In previous sections, this report reviewed the proposal’s consistency with other applicable criteria and found it to be consistent.

(Tigard CDC 19.390.060)

4. Any applicable comprehensive plan policies; and

As demonstrated in previous sections of this report, the proposed annexation is consistent with, and meets, all applicable comprehensive plan policies.

5. Any applicable provisions of the City’s implementing ordinances.

There are no specific implementing ordinances that apply to this proposed annexation. Chapter 18 of the City Code will apply to development of the property.

SECTION VII. OTHER STAFF COMMENTS

The City of Tigard Public Works, Engineering and Police Departments have reviewed the proposal and have no objections to it and have not indicated that the proposed annexation would reduce their capacity

to provide services to the proposed annexation territory or reduce the level of City services. Full comments are provided in the attachments listed below.


Attachment A: "Memorandum," from Rob Murchison, Public Works Dept. Project Engineer

Attachment B: "Memorandum," from Gus Duenas, Engineering Division

Attachment C: E-mail from Jim Wolf, Tigard Police Department

SECTION VIII. AGENCY COMMENTS

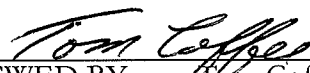
Tualatin Valley Fire and Rescue has reviewed the annexation proposal and has no objections, comments or conditions.



PREPARED BY: Emily Eng
Assistant Planner

9/13/2006

DATE



REVIEWED BY: Tom Coffee
Community Development Director

9-13-2006

DATE

Agenda Item #

Meeting Date

September 26, 2006

CITY CENTER DEVELOPMENT AGENCY AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Consider a Resolution Adopting the Tigard Downtown Streetscape Design Plan

Prepared By: Denver Igarta Dept Head Approval: TC City Mgr Approval: CL

ISSUE BEFORE THE CITY CENTER DEVELOPMENT AGENCY

Shall the City Center Development Agency approve a resolution adopting the Tigard Downtown Streetscape Design Plan?

STAFF RECOMMENDATION

Staff recommends approval of a resolution adopting the Tigard Downtown Streetscape Design Plan

KEY FACTS AND INFORMATION SUMMARY

In September 2005, the City Council approved by Resolution (#05-62) the Tigard Downtown Improvement Plan (TDIP), a long-term strategy for a Downtown improvement effort. The first of eight catalyst projects identified in the TDIP is to develop a Streetscape Enhancement Program for the Downtown area.

On November 8, the Local Contract Review Board approved awarding a contract to Otak, Inc. for design services for the Tigard Downtown Streetscape Project (Phase 1) to develop a Downtown Streetscape Design Plan. The Tigard Downtown Design Streetscape Plan establishes the design theme and functional improvement plans for Downtown's streetscape and design concepts for gateways, public spaces, and streets (including "green street" treatments). Design concepts were established for Main Street, Burnham Street and Commercial Street (west of Main Street). The design concepts and thematic elements developed during the Downtown Streetscape Design Plan will directly guide the final engineering design and construction of Downtown streetscape components in the future.

A citizen Streetscape Working Group (SWG) was formed to provide guidance and design input throughout the formation of the Downtown Streetscape Design Plan. Seven meetings were held with the SWG from December, 2005, to July, 2006. A public Open House was held on May 25, 2006, to introduce residents to the Downtown streetscape design concepts.

On February 21, May 16, and September 19, 2006, the consultant team and staff presented status reports on the streetscape design project to City Council.

On September 26, 2006, the City Center Development Agency will be asked to consider a resolution adopting the Tigard Downtown Streetscape Design Plan.

OTHER ALTERNATIVES CONSIDERED

None considered.

CITY COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

2006 Tigard City Council Goals: Implement Downtown Plan

- Implement catalyst projects including improvements to Burnham Street and identify and purchase land for a Downtown public gathering place
- Work to assure passage of the Urban Renewal Plan Ballot measure
- Identify and make changes to the Tigard Development Code needed to implement the Downtown Plan (e.g., zoning overlays, design standards)

ATTACHMENT LIST

Attachment 1: A Resolution Adopting the Tigard Downtown Streetscape Design Plan

Exhibit A: Tigard Downtown Streetscape Design Plan and Appendices

FISCAL NOTES

Preliminary planning level budget estimates were developed as part of this work effort to assist with the identification of funding sources for final engineering design and construction.

**CITY OF TIGARD, OREGON
CITY CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 06-_____**

**A RESOLUTION ADOPTING THE TIGARD DOWNTOWN
STREETSCAPE DESIGN PLAN**

WHEREAS, in September 2005, the City Council accepted by Resolution (#05-62) the *Tigard Downtown Improvement Plan (TDIP)*, which identifies as the first of eight catalyst projects a program to enhance the Downtown's streetscape; and

WHEREAS, on November 8, 2005, the Local Contract Review Board authorized the hiring of Otak, Inc. to help develop a Streetscape Design Plan for Downtown Tigard; and

WHEREAS, the Streetscape Working Group served as the citizen advisory committee during plan development; and

WHEREAS, the Plan was reviewed and discussed by the City Center Advisory Commission at its meeting on August 9, 2006; and

WHEREAS, the product of this work effort, the *Tigard Downtown Streetscape Design Plan*, has been completed; and

WHEREAS, the Plan was reviewed and discussed by the City Council at its meeting on September 19, 2006; and

WHEREAS, the City Center Development Agency reviews and approves documents and actions in order to implement urban renewal projects in the Downtown.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard City Center Development Agency that:

SECTION 1: The City Center Development Agency adopts the *Tigard Downtown Streetscape Design Plan* (Exhibit A) as the guiding document for improvements to Downtown streetscapes, gateways, public spaces, and green streets.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2006.

Chair – City of Tigard
City Center Development Agency

ATTEST:

Recorder – City of Tigard City Center Development Agency